



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

साप्ताहिक  
WEEKLY

सं. 12] नई दिल्ली, मार्च 16—मार्च 22, 2008, शनिवार/फाल्गुन 26, 1929—चैत्र 2, 1930  
No. 12] NEW DELHI, MARCH 16—MARCH 22, 2008, SATURDAY/PHALGUNA 26, 1929—CHAITRA 2, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 13 मार्च, 2008

का. आ. 574.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कोचीन स्थित केरल उच्च न्यायालय में केंद्रीय अन्वेषण ब्यूरो के एडवोकेट और रिटेनर काउंसिल श्री एम. वी. एस. नम्बुथरी को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलें, पुनरीक्षणों अथवा अन्य मामलों का उपरोक्त उच्च न्यायालय में संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/21/2006-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES  
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 13th March, 2008

S. O. 574.—In exercise of the powers conferred by the provisions of sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri M. V. S. Namboothiry, Advocate and Retainer Counsel of Central Bureau of

Investigation, in the Kerala High Court at Cochin as Special Public Prosecutor, for conducting prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the aforesaid High Court.

[No. 225/21/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

कार्यालय, मुख्य आयकर आयुक्त

जयपुर, 4 मार्च, 2008

सं. 16/2007-08

का. आ. 575.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2003-04 एवं आगे के लिए कथित धारा के उद्देश्य से "श्री जैन श्वेताम्बर तेरापन्थी शिक्षा समिति, जयपुर" को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक : मुआआ/अआआ/(समन्वय)/जय/10(23सी)(vi)/07-08]

एस. सी. कपिल, मुख्य आयकर आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF  
INCOME-TAX**

Jaipur, the 4th March, 2008

**No. 16/2007-08**

**S. O. 575.**—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Shri Jain Shwetamber Terapanthi Shiksha Samiti, Jaipur" for the purpose of said Section for the A. Y. 2003-04 and onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/ADDL-CIT(Coord.)/  
10(23C)(vi)/2007-08]

S. C. KAPIL, Chief Commissioner of Income-tax

**वित्त मंत्रालय**

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 5 मार्च, 2008

**का. आ. 576.**—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5इ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2007 से संगठन सोसाइटी फार वेलफेयर आफ द हैंडीकेपड पर्सन्स, दुर्गापुर, पश्चिम बंगाल को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, नामतः—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा ;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;

- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा ।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित पृथक् लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (इ) उक्त नियमावली के नियम 5ग और 5इ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 31/2008/फा. सं. 203/42/2007-आं.क.नि.-11]  
सुरेन्द्र पाल, अवर सचिव

**MINISTRY OF FINANCE**

(Department of Revenue)

**(CENTRAL BOARD OF DIRECT TAXES)**

New Delhi, the 5th March, 2008

**S. O. 576.**—It is hereby notified for general information that the organization Society for Welfare of the Handicapped Persons, Durgapur, West Bengal has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax, 1962 (said Rules), with effect from 1-4-2007 in the category of 'other institution', partly engaged in research activities subject to the following conditions, namely:-

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act

and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:-

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 31/2008/F. No. 203/42/2007/ITA-II]  
SURENDER PAL, Under Secy.

नई दिल्ली, 10 मार्च, 2008

का. आ. 577.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 46 और 54 के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2003 से संगठन श्री राम साइंटिफिक एंड इंडस्ट्रियल रिसर्च फाउंडेशन, नई दिल्ली को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, नामतः:-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;

- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;

- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।

- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित पृथक लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 54 और 54 के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा इनका पालन नहीं करेगा

[अधिसूचना सं. 32/2008/फा. सं. 203/112/2007-आ.क.नि.-II]  
सुरेन्द्र पाल, अवर सचिव

New Delhi, the 10th March, 2008

S. O. 577.—It is hereby notified for general information that the organization Shriram Scientific and Industrial Research Foundation, New Delhi, has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-

tax Act, 1961 (said Act, read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2003 in the category of 'other institution', partly engaged in research activities subject to the following conditions, namely:-

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:-

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 32/2008/F. No. 203/112/2007/ITA-II]

SURENDER PAL, Under Secy.

## स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 5 मार्च, 2008

का. आ. 578.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है अर्थात्:-

2. अनुसूची के भाग-1 में, क्रम संख्या 70, तथा उससे संबंधित प्रविष्टियों के बाद निम्नलिखित क्रम संख्या प्रविष्टियाँ रखी जाएंगी, अर्थात्:-

“71 पं रविशंकर शुक्ला विश्वविद्यालय रायपुर छत्तीसगढ़	1 छत्तीसगढ़ दन्त चिकित्सा महाविद्यालय एवं अनुसंधान संस्थान, राजनंद-गांव, छत्तीसगढ़
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(1) बैचलर ऑफ डेंटल सर्जरी (यदि 1-3-2007 को अथवा उसके बाद प्रदान की गई हो)	बी. डी. एस., पं. रविशंकर शुक्ला विश्वविद्यालय, रायपुर (छत्तीसगढ़)।”
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[सं. वी.-12017/21/2001-डी ई]

राज सिंह, अवर सचिव

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 5th March, 2008

S. O. 578.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In part-I of the Schedule, after serial No. 70, and the entries relating thereto, the following serial number and entries shall be inserted, namely:-

“71. Pt. Ravishankar Shukla University, Raipur (Chhatisgarh)	1. Chhatisgarh Dental College & Research Institute, Rajnandgaon, Chhatisgarh.
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(i) Bachelor of Dental Surgery (When granted on or after 1-3-2007)	BDS, Pt. Ravishankar Shukla University, Raipur (Chhatisgarh)।”
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[F. No. V-12017/21/2001-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 5 मार्च, 2008

का.आ. 579.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (4) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार भारतीय दन्त चिकित्सा परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-III में निम्नलिखित और संशोधन करती है अर्थात्:-

2. दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-III में, क्रम संख्या 87 के बाद स्तम्भ 1, 2 और 3 की मौजूदा प्रविष्टियों के अन्तर्गत निम्नलिखित प्रविष्टियां जोड़ी जाएंगी; अर्थात्:-

(ii) पेरियोडोन्टोलोजी में मास्टर	एम.डी.एस.(पेरियोडोन्टोलोजी)
ऑफ डेंटल सर्जरी भारतीय विश्व-	हांगकांग विश्वविद्यालय,
विद्यालयों की एम.डी.एस.	हांगकांग
(पेरियोडोन्टिकस) के समतुल्य	

(यदि 30-11-2000 को अथवा उसके बाद प्रदान की गई हो)

[सं. वी. 12018/10/08-डी. ई.]  
राज सिंह, अवर सचिव

New Delhi, the 5th March, 2008

S.O. 579.—In exercise of the powers conferred by clause (b) sub-section (4) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following further amendments in Part-III of the Schedule to the said Act, namely:—

2. Under the existing entries of column 1, 2 & 3 after serial No. 87 in part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following entries shall be added, namely:—

(ii) Master of Dental Surgery	MDS (Periodontology)
Periodontology equivalent	University of Hong Kong,
to MDS (Periodontics) of	Hong Kong.
Indian Universities.	

(When granted on or after 30-11-2000).

[No. V-12018/10/2008-DE]  
RAJ SINGH, Under Secy.

विदेश मंत्रालय

(सी. पी. वी. प्रभाग)

नई दिल्ली, 4 मार्च, 2008

का.आ. 580.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) का 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास

शंघाई में श्री संजय श्रीवास्तव, सहायक और श्री बी. एस. नेगी, वैयक्तिक सहायक को 4-3-2008 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Division)

New Delhi, the 4th March, 2008

S.O. 580.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948, the Central Government hereby authorize Shri Sanjay Srivastava, Assistant and Shri B. S. Negi, Personal Assistant to perform the duties of Assistant Consular Officers in the Consulate General of India, Shanghai with effect from 4th March, 2008.

[No. T-4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

वस्त्र मंत्रालय

नई दिल्ली, 13 मार्च, 2008

का.आ. 581.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उप-धारा (3) की धारा (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार एतद्वारा श्री एच. हनुमन्तथप्पा को केंद्रीय रेशम बोर्ड के अध्यक्ष के रूप में उनके पद भार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, नियुक्त करती है। उनकी नियुक्ति केंद्रीय रेशम बोर्ड अधिनियम तथा केंद्रीय रेशम बोर्ड के नियमों के प्रावधानों के अध्वधीन होगी।

[फा. सं. 25012/67/99-रेशम]

भूपेन्द्र सिंह, संयुक्त सचिव

MINISTRY OF TEXTILE

New Delhi, the 13th March, 2008

S.O. 581.—In exercise of the powers conferred by clause (a) of sub-Section (3) of Section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby appoints Shri H. Hanumanthappa as Chairman of the Central Silk Board for a period of 3 years with effect from the date he assumes charge of the post or until further orders, whichever is earlier. His appointments shall be subject to the provisions of the Central Silk Board Act and Central Silk Board Rules.

[F. No. 25012/67/99-Silk]

BHUPENDRA SINGH, Jt. Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

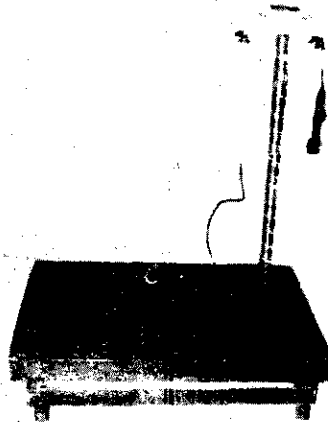
( उपभोक्ता मामले विभाग )

नई दिल्ली, 26 फरवरी, 2008

का.आ. 582.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स गोल्ड हाई-टैक स्केल्स एंड सिस्टम्स, 121/1-सी, गली नं. 5, हरी नगर, गुडगांव-122001, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-II) वाले "आई पी एफ" शृंखला के स्वतः सूचक, अस्वचालित अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इंटेरेस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/187 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$  या  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(89)/2007]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

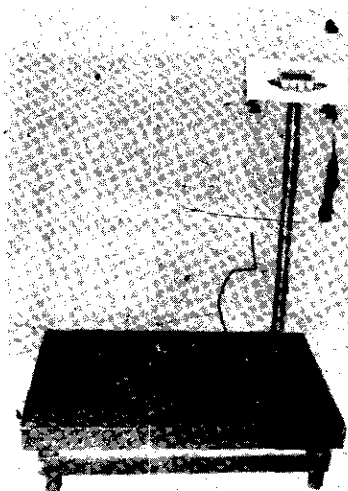
**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION****(Department of Consumer Affairs)**

New Delhi, the 26th February, 2008

**S.O. 582.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "IPF" series of medium accuracy (Accuracy class-III) and with brand name "INTERACE" (herein referred to as the said model), manufactured by M/s. Gold Hi-Tech Scales & Systems, 121/1-C, Gali No. 5, Hari Nagar, Gurgaon—122 001, Haryana and which is assigned the approval mark IND/09/07/187;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of same series with maximum capacity above 50 kg and upto 5000 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(89)/2007]

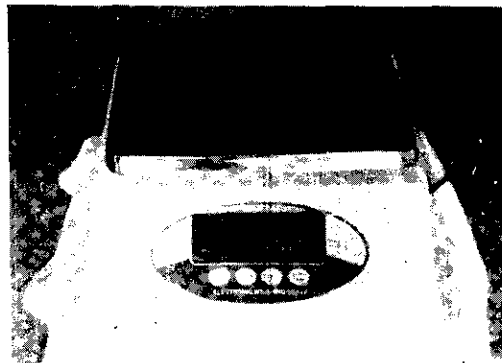
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2008

का.भा. 583.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स गोल्ड हाई-टैक स्केल्स एंड सिस्टम्स, 121/1-सी, गली नं. 5, हरी नगर, गुडगांव-122001, हरियाणा द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "आई टी टी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इंटेरेस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/186 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित टेबल टॉप) प्रकार का तोलन उपकरण है। इसकी अधिकतम क्षमता 20 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^6$ ,  $2 \times 10^6$  या  $5 \times 10^6$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(89)/2007]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान



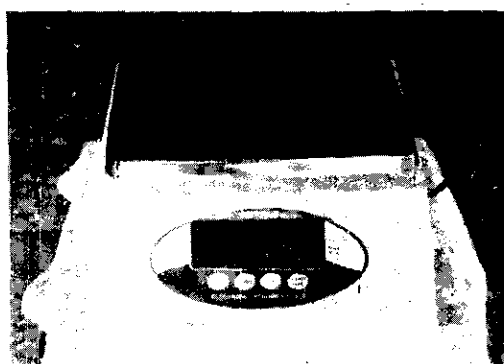
New Delhi, the 26th February, 2008

**S.O. 583.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "ITT" series of high accuracy (Accuracy class-II) and with brand name "INTERACE" (herein referred to as the said model), manufactured by M/s. Gold Hi-Tech Scales & Systems, 121/1-C, Gali No. 5, Hari Nagar, Gurgaon—122 001, Haryana and which is assigned the approval mark IND/09/07/186 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 20kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

Figure



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(89)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 फरवरी, 2008

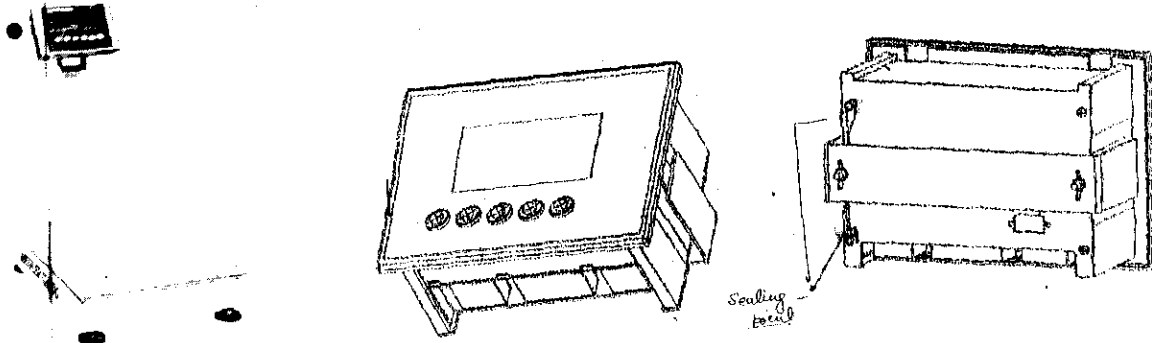
**का.आ. 584.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मेटलर टोलेडो इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "आई एन डी 690(टी)-II" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "मेटलर टोलेडो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/548 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि. ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। वैक्यू फ्लोरसेंट डिस्प्ले (वी एफ डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति 1—माडल

आकृति 2 : माडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम



इंडिकेटर के पिछले बाएं हिस्से में, सत्यापन स्टाम्प और सील प्राप्त करने लिए इन बोल्ट के माध्यम से लीड तार को बांधा जाता है और बोल्ट के माध्यम से छेद करके इंडिकेटर के नीचे और ऊपर छेद किए जाते हैं। माडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक के 'ई' मान के लिए 100 से 50,000 की रेंज में और 100 मि. ग्रा. अथवा उससे अधिक के "ई" मान के लिए 5000 से 50,000 की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  अथवा  $5 \times 10^{-6}$  के हैं, जहाँ पर 'के' धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(199)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th February, 2008

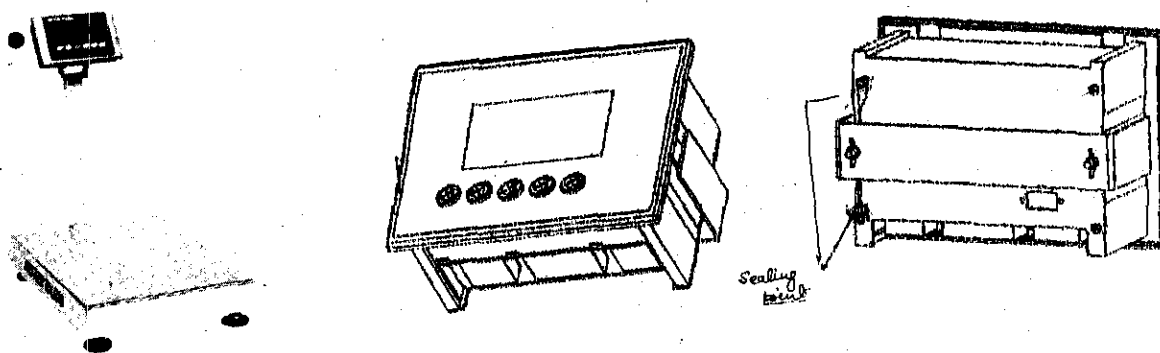
**S.O. 584.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top type) with digital indication of "IND 690(T)-II" series of high accuracy (accuracy class-II) and with brand name "Mettler Toledo" (herein referred to as the said model), manufactured by M/s. Mettler-Toledo India Private Limited, Amar Hills, Saki Vihar Road, Powai, Mumbai—400 072 and which is assigned the approval mark IND/09/07/548 ;

The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Vacuum Fluorescent Display (VFD) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

Figure 1 : Photograph of the model

Figure 2 : Schematic diagram of sealing provision of the model



On the rear left side of the indicator, a hole each on top and bottom of the indicator by boring holes through the bolts and fastening a leaded wire through these bolts for receiving the verification stamp and seal. It can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity above 50 kg. and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 50000 for 'e' value of 100 mg. or more and 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(199)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 फरवरी, 2008

का. आ. 585.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स न्यू इंडिका इलेक्ट्रॉनिक वेइंग सिस्टम, नं. 9, मारुति कॉम्प्लैक्स, बालगंगाधर नगर, मल्लाथहली, बंगलूर-560 056 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एनआई-टीटी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "न्यू इंडिका" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/252 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ध भी किया जाएगा और मॉडल को बिजली से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 कि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  अथवा  $5 \times 10^*$  के हैं, धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(120)/2007]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th February, 2008

**S.O. 585.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Table top type) weighing instrument with digital indication of "NI-TT" series of medium accuracy (accuracy class-III) and with brand name "NEW INDICA" (herein referred to as the said model), manufactured by M/s. New Indica Electronic Weighing System, No. 9, Maruthi Complex, Balagangadhar Nagar, Mallathahalli, Bangalore—560 056 and which is assigned the approval mark IND/09/07/252 ;

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg. to 2g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , being positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(120)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 फरवरी, 2008

का. आ. 586.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स न्यू इंडिका इलेक्ट्रॉनिक वेइंग सिस्टम, नं. 9, मारुति कॉम्प्लैक्स, बालगंगाधर नगर, मल्लाथहली, बंगलूर-560 056 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एनआई-पीएफ" शृंखला स्वतः सूचक, के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफॉर्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "न्यू इंडिका" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/253 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$  या  $5 \times 10^3$  के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(120)/2007]

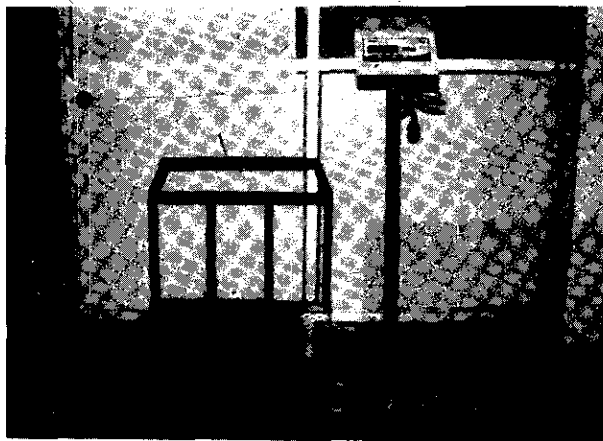
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th February, 2008

S.O. 586.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic, (Platform type) weighing instrument with digital indication of "NI-PF" series of medium accuracy (accuracy class-III) and with brand name "NEW INDICA" (herein referred to as the said model), manufactured by M/s. New Indica Electronic Weighing System, No. 9, Maruthi Complex, Balagangadhar Nagar, Mallathahalli, Bangalore-560 056 and which is assigned the approval mark IND/09/07/253 ;

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity up to 50kg. and up to 5000kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k is a positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(120)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 फरवरी, 2008

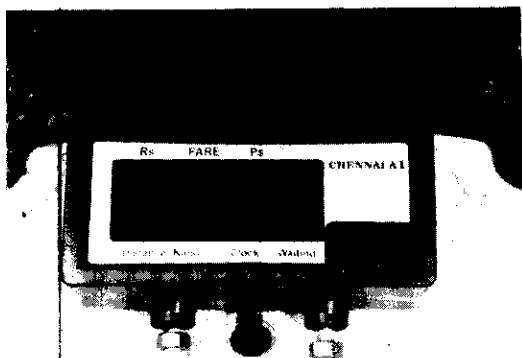
का. आ. 587.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स चेन्नै ए वन, नं. 225, बोगीपलायम, न्यू लेन, पट्टालम, चेन्नै-600012, तमिलनाडू द्वारा विनिर्मित "222" शृंखला के अंकक सूचन सहित टैक्सी मीटर के मॉडल का, जिसके ब्रांड का नाम "चेन्नै ए वन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/396 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल दूरी और समय मापने वाली डेवाइस के साथ लगे अंकक सूचन सहित टैक्सी मीटर का मॉडल है। यह मीटर लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। देय यात्रा भाड़ा यात्रा के दौरान एक निश्चित निर्धारित स्पीड से ऊपर एवं निर्धारित स्पीड से कम पर व्यतीत किए गए समय के दौरान तय की गई दूरी की प्रक्रिया है। मीटर की रीडिंग लाइट इमीटिंग डायोड (एलईडी) द्वारा दर्शायी जाती है। उपकरण का फेक्टर 'क' 1360 पलसेस प्रति किलोमीटर पर चलता है।

आकृति-1 माडल

आकृति-2 माडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम



स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21(193)/2007]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान



New Delhi, the 29th February, 2008

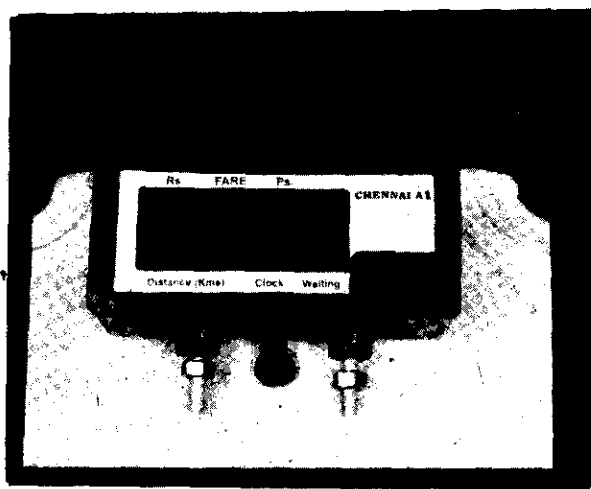
**S.O. 587.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of a Taxi Meter with digital indication of '222' series with brand name "CHENNAI A 1" (herein referred to as the said model), manufactured by M/s. Chennai A1, No. 225, Bogipalayam, New Lane, Pattalam, Chennai-600 012, Tamil Nadu and which is assigned the approval mark IND/09/07/396.

The said model is a Taxi Meter with digital indication incorporated with a distance and time measuring device. It totalizes continuously and indicates the fare at any moment of the journey, the charges payable by the passenger. The fare to pay is a function of the distance travelled above a certain specified speed and the time elapsed below a specified speed during the journey. The reading of the meter is indicated by Light Emitting Diode (LED). The 'k' factor of the instrument is 1360 pulses per kilometer.

Figure-1 Model

Fig.-2 Schematic diagram of sealing provision of the model



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

[F.No. WM-21(193)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 फरवरी, 2008

का. आ. 588.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

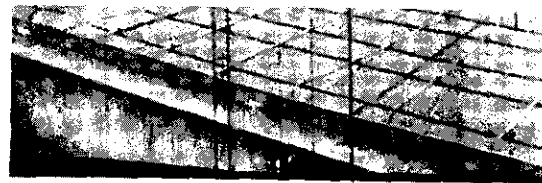
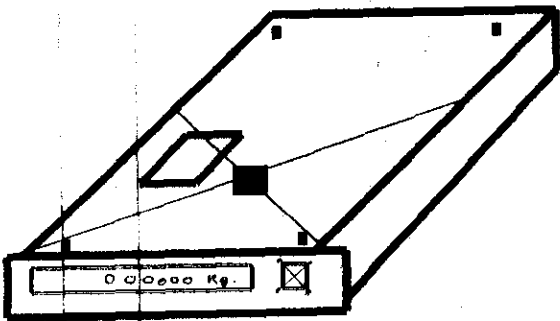
अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सेन्क प्रोसेस इण्डिया लि., प्लॉट नं. 67/82, दुपुदना इण्डस्ट्रियल एरिया (नया), हटिया, रांची-834003 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले 'डिसोमेट जे आर बी' शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम 'सेन्क' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/50 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन (वेब्रिज प्रकार) है। इसकी अधिकतम क्षमता 30000 कि.ग्रा. है और न्यूनतम क्षमता 100 कि.ग्रा. है। इसका सत्यापन मापमान अंतराल 5 किलो ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तनात्मक धारित आधेयतुलन प्रभाव है। लाईट इमिटिंग डायोड तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्त धारा विद्युत प्रदाय पर कार्य करता है।

आकृति 1 इण्डिकेटर की फोटो

आकृति 2—प्लेटफार्म की फोटो

आकृति 3—सीलिंग प्रावधान का स्कीमेटिक डायग्राम



इण्डिकेटर पर फिक्सिंग लॉस मुहैया कराके इण्डिकेटर के सामने की ओर सीलिंग की जाती है और उसके बाद इसमें लीड की तार को डालकर इन लॉस को बांधा जाता है और उसको लीड वाली सील से सील किया जाता है। मॉडल के सीलिंग प्रावधान को स्कीमेटिक डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5000 कि.ग्रा. से अधिक और 150 टन तक की अधिकतम क्षमता वाले हैं और 'ई' मान  $1 \times 10^6$ ,  $2 \times 10^6$  वा  $5 \times 10^6$  के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(138)/2006]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th February, 2008

**S.O. 588.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

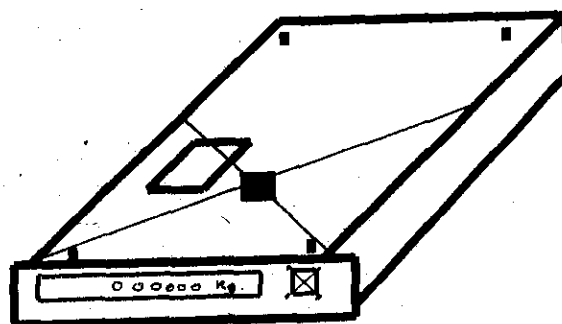
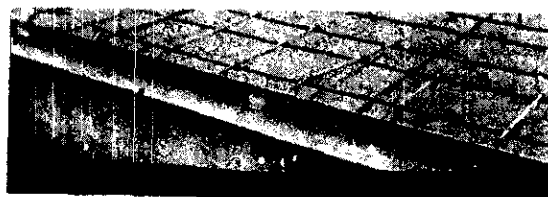
Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic, weighing instrument (Weighbridge type) with digital indication of "DISOMAT JRB" series of medium accuracy (accuracy class-III) and with brand name "SCHENCK" (herein referred to as the said model), manufactured by M/s. Schenck Process India Ltd., Plot No. 67/82, Tupudana, Industrial Area (New), Hatia, Ranchi-834 003 and which is assigned the approval mark IND/09/08/50 ;

The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 30000 kg and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

Figure 1 : Photograph of the Indicator

Figure 2 : Photograph of the platform

Figure 3 : Schemetic diagram of sealing provision



The sealing is provided on the front side of the indicator by providing fixing lugs on the indicator, and then passing a leaded wire fastened to these lugs and sealing it with leaded seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of the Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity between 5000 kg and up to 150 tonne and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of the form  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(138)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 7 मार्च, 2008

क्रा. आ. 589.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसजी इंस्ट्रुमेंट्स एंड सिस्टम्स, पी-35, रिकॉल पार्क, सीटी सेंटर, दुर्गापुर-16, पश्चिम बंगाल द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एस एस टी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इएसएसजीई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/358 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### सिलिंग व्यवस्था की स्कीम सम्बन्धी व्यवस्था

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द भी किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। माडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^6$ ,  $2 \times 10^6$  या  $5 \times 10^6$  के हैं, जहां पर के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(177)/2007]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th March, 2008

**S.O. 589.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "SST" series of high accuracy (Accuracy class-II) and with brand name "ESSGEE" (herein referred to as the said model), manufactured by M/s. Essgee Instruments & Systems, P-35, Recol Park, City Centre, Durgapur-16, West Bengal and which is assigned the approval mark IND/09/07/358 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

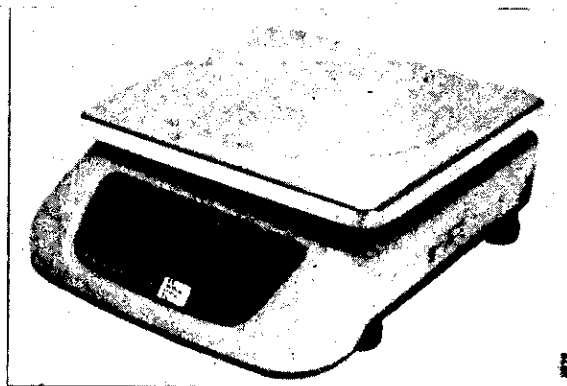


Figure 1 Model

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity up to 50 kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(177)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

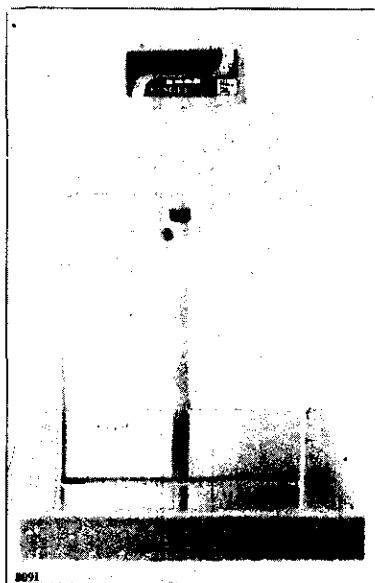
नई दिल्ली, 7 मार्च, 2008

का.आ. 590.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसजी इंस्ट्रुमेंट्स एंड सिस्टम्स, पी-35, रिकॉल पार्क, सीटी सेंटर, दुर्गापुर-16, पश्चिम बंगाल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस एस पी" शृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इएसएसजी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/359 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

#### आकृति-1 मॉडल



#### सिलिंग व्यवस्था की स्कीम सम्बन्धी व्यवस्था

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द भी किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^4$ ,  $2 \times 10^4$  या  $5 \times 10^4$  के हैं, जहां पर के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(177)/2007]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th March, 2008

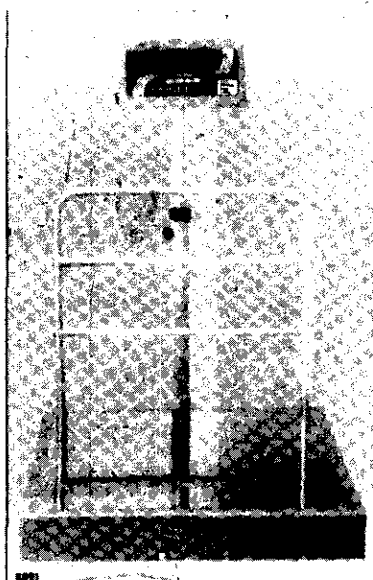
**S.O. 590.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "SSP" series of medium accuracy (accuracy class-III) and with brand name "ESSGEE" (herein referred to as the said model), manufactured by M/s. Essgee Instruments & Systems, P-35, Recol Park, City Centre, Durgapur-16, W. B. and which is assigned the approval mark IND/09/07/359 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 500kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

Fig. 2 Schematic diagram of sealing provision of the model



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50 kg and up to 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(177)/2007]

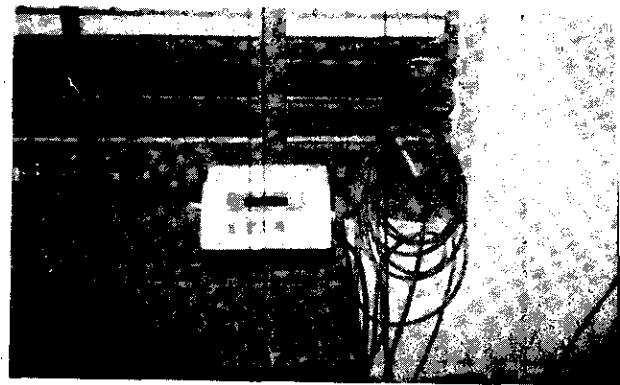
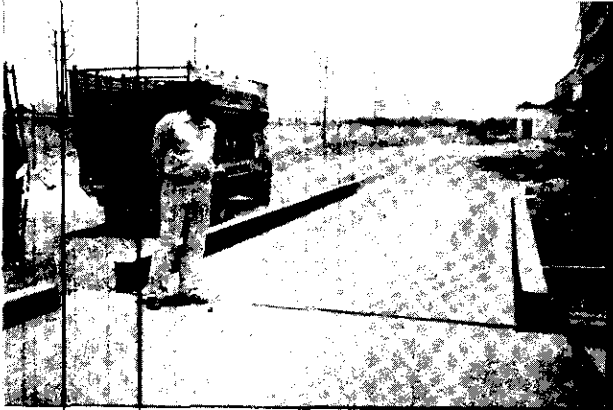
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 7 मार्च, 2008

का. आ. 591.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसजी इंस्ट्रूमेंट्स एंड सिस्टम्स, पी-35, रिकॉल पार्क, सीटी सेंटर, दुर्गापुर-16, पश्चिम बंगाल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-II) वाले "एस एस डब्ल्यू" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एसएसएसजी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/360 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (वेब्रिज प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 60 टन है और न्यूनतम क्षमता 200 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से अधिक और 150 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$  या  $5 \times 10^3$ , के हैं, जहां पर के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(177)/2007]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

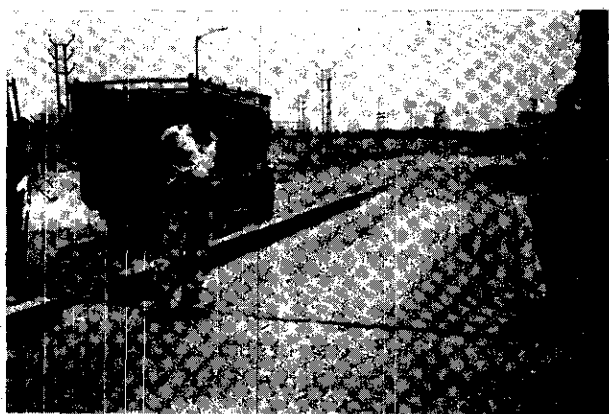


New Delhi, the 7th March, 2008

**S.O. 591.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (weighbridge type) with digital indication of "SSW" series belonging to medium accuracy (Accuracy class-III) and with brand name "ESSGEE" (hereinreferred to as the said model), manufactured by M/s. Essgee Instruments & Systems, P-35, Recol Park, City Centre, Durgapur-16, W. B. and which is assigned the approval mark IND/09/07/360 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (weighbridge type) with a maximum capacity of 60 tonne and minimum capacity of 200kg. The verification scale interval (e) is 10kg. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 150 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(177)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

## भारतीय मानक ब्यूरो

नई दिल्ली, 12 मार्च, 2008

का. आ. 592.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आईएस 3331:2007 रेडिएटर कोर के लिए ताँबा एवं पीतल की पत्ती/पन्नी-विशिष्टि (दूसरा पुनरीक्षण)	आईएस 3331:1977	30 नवम्बर, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 8/टी-43]

डा. (श्रीमति) स्नेह भाटला, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 12th March, 2008

S.O. 592.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

## SCHEDULE

Sl.No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 3331:2007 Copper and brass strips/foils for radiator cores—Specification (Second Revision)	IS 3331:1977	30 November, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 8/T-43]

Dr. (Mrs.) SNEH BHATLA, Scientist 'F' &amp; Head (Met. Engg.)

**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 4 मार्च, 2008

का.आ. 593.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3264, तारीख 07-08-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्रि एस्ट द्वारा आन्ध्र प्रदेश राज्य में काडाली-1 से ताटीपाका-14 और ताटीपाका-8 परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्रि एस्ट में निहित होगा।

**अनुसूची**

आर.ओ.यू. पाइपलाइन : काडाली 1 से ताटीपाका-14 और ताटीपाका-8

राज्य : आन्ध्र प्रदेश		मंडल : राजोल			
जिला : पूर्व गोदावरी		गांव : काडाली			
आर.एस. नं.	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स
1	2	3	4	5	6
509/1बी	0	09	0	0	22
509/4बी	0	09	0	0	22

1	2	3	4	5	6
502/2	0	01	5	0	04
501/1B	0	05	5	0	13½
501/1सी	0	03	5	0	09
501/2बी	0	03	0	0	07
501/2सी	0	05	5	0	14
502/4बी	0	01	5	0	04
502/4सी	0	04	5	0	11
503/2बी	0	05	0	0	12
503/3बी	0	03	0	0	08
484/2	0	02	0	0	04½
484/3	0	01	0	0	01½
483/1बी	0	07	0	0	17
482/1बी	0	01	5	0	03½
482/1सी	0	01	0	0	03
482/1डी	0	01	5	0	03½
357/3	0	01	5	0	04
जोड़ :	0	66	0	1	63 1/2

आर.ओ.यू. पाइपलाइन : ताटीपाका-14 से  
ताटीपाका-8

राज्य : आन्ध्र प्रदेश		मंडल : राजोल			
जिला : पूर्व गोदावरी		गांव : काडाली			
आर.एस. नं.	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स
1	2	3	4	5	6
510/1बी	0	06	5	0	16
340/2	0	01	0	0	02 1/2
340/3	08	01	0	0	2 1/2
जोड़ :	0	08	5	0	21

[फा. सं. -12016/5/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 4th March, 2008

S.O. 593.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 3264 dated 07-08-06 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) herein after referred to as the said Act, the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line KADALI-1 to TATIPAKA-14 and TATIPAKA-8 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

#### SCHEDULE

##### ROU Pipeline from Kadali-1 to Tatipaka-14 and Tatipaka-8

State : Andhra Pradesh	Mandal : Razole				
District : East Godavari	Village : Kadali				
R.S.No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
509/1B	0	09	0	0	22
509/4B	0	09	0	0	22
506/2	0	01	5	0	04
501/B	0	05	5	0	13½
501/1C	0	03	5	0	09
501/2B	0	03	0	0	07
501/2C	0	05	5	0	14
502/4B	0	01	5	0	04
502/4C	0	04	5	0	11
503/2B	0	05	0	0	12
503/3B	0	03	0	0	08
484/2	0	02	0	0	04½
484/3	0	01	0	0	01½
483/1B	0	07	0	0	17
482/1B	0	01	5	0	03½
482/1C	0	01	0	0	03
482/1D	0	01	5	0	03½
357/3	0	01	5	0	04
<b>TOTAL:</b>	<b>0</b>	<b>66</b>	<b>0</b>	<b>1</b>	<b>63 1/2</b>

##### ROU Pipeline from Tatipaka-14 to Tatipaka-8

State : Andhra Pradesh	Mandal : Razole				
District : East Godavari	Village : Kadali				
R.S.No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
510/1B	0	06	5	0	16
340/2	0	01	0	0	02½
340/3	0	01	0	0	2½
<b>Total</b>	<b>0</b>	<b>08</b>	<b>5</b>	<b>0</b>	<b>21</b>

[F.No.-12016/5/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 594.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3262, तारीख 07-08-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में के.डब्ल्यू. ए.एम. से वोडालारेवु परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्रि एसट में निहित होगा।

## अनुसूची

आर.ओ.यू. पाइपलाइन : के. डब्ल्यू.ए.एम से ओडालारेवु

राज्य : आन्ध्र प्रदेश	मंडल : अल्लवाराम				
जिला : पूर्व गोदावरि	गांव : ओडालारेवु				
आर.एस. नं.	हेक्टेअर्स	एर्स	सेन्टेअर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
907/1पी1	0	03	5	0	09
907/1पी2	0	03	5	0	09
907/1पी3	0	03	5	0	09
907/8पी	0	05	0	0	12
921/1पी	0	02	5	0	05
923/1ए	0	02	5	0	05
923/1बी	0	11	5	0	28
923/1सी	0	04	5	0	11
923/1डी	0	04	5	0	11
923/1ई	0	04	5	0	11
930/1	0	03	5	0	09
930/2	0	03	5	0	09
931/1ए	0	05	5	0	16
931/1बी	0	04	5	0	11
931/2बी	0	01	0	0	03
932/1पी	0	00	5	0	01
932/1पी	0	00	5	0	01
931/2ए	0	01	0	0	03
932/1पी	0	00	5	0	01
932/2	0	01	0	0	02
932/3	0	01	5	0	04
933/1पी	0	07	5	0	18
933/6पी	0	08	5	0	21
933/3पी	0	20	5	0	51
934/1बीपी	0	02	0	0	05
934/1सीपी	0	02	0	0	05
934/1एफपी	0	02	0	0	05
934/1जीपी	0	02	0	0	05
934/1जीपी	0	02	0	0	05
934/1केपी	0	02	0	0	05
934/1एनकेपी	0	02	0	0	05
934/10पी	0	02	0	0	05
934/1जीपी	0	02	0	0	05
934/1एसपी	0	02	0	0	05
934/1वीपी	0	02	0	0	05
934/1डब्ल्यूपी	0	02	0	0	05
934/1जैडपी	0	02	0	0	05
934/1एपी	0	02	0	0	05
जोड़ :	1	34	5	3	32

[फा. सं. 12016/5/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 4th March, 2008

**S.O. 594.**—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O.No. 3262 Dt. 07-08-06 issued under Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipeline KWAM to ODALAREVU GCS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public for laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

## SCHEDULE

ROU Pipeline from KIWAM to Odalarevu GCS

State : Andhra Pradesh			Mandal : Allavaravm		
District : East Godavari			Village : Odalarevu		
R.S.No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
907/1Ap1	0	03	5	0	09
907/1Ap2	0	03	5	0	09
907/1Ap3	0	03	5	0	09
907/8P	0	05	0	0	12
922/1P	0	02	5	0	05
923/1A	0	02	5	0	05
923/1B	0	11	5	0	28
923/1C	0	04	5	0	11
923/1D	0	04	5	0	11
923/1E	0	04	5	0	11
930/1	0	03	5	0	09
930/2	0	03	5	0	09

1	2	3	4	5	6
931/1A	0	06	5	0	16
931/1B	0	04	5	0	11
931/2B	0	01	0	0	03
932/1p	0	00	5	0	01
932/1p	0	00	5	0	01
931/2A	0	01	0	0	03
932/1 p	0	00	5	0	01
932/2	0	01	0	0	02
932/3	0	01	5	0	04
933/1p	0	07	5	0	18
933/6p	0	08	5	0	21
933/3p	0	20	5	0	51
934/1Bp	0	02	0	0	05
934/1Cp	0	02	0	0	05
934/1Ep	0	02	0	0	05
934/1Gp	0	02	0	0	05
934/1Jp	0	02	0	0	05
934/1Kp	0	02	0	0	05
934/1Np	0	02	0	0	05
934/1Op	0	02	0	0	05
934/1Gp	0	02	0	0	05
934/1Sp	0	02	0	0	05
934/1Vp	0	02	0	0	05
934/1Wp	0	02	0	0	05
934/1Zp	0	02	0	0	05
934/1AP	0	02	0	0	05
<b>TOTAL:</b>	<b>1</b>	<b>34</b>	<b>5</b>	<b>3</b>	<b>32</b>

[F. No. 12016/5/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 595.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3263, तारीख 07-08-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजमुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में टी.पी.डी.डी. से ताटीपाका-13 (I/C) परियोजना तक माध्यम से गैस, के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 01-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन. जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजमुद्रि एसट में निहित होगा।

### अनुसूची

आर.ओ.यू. पाइपलाइन : टी.पी.डी.डी. से ताटीपाका-13 (I/C)

राज्य : आन्ध्र प्रदेश मंडल : मामीडिकुदुरु  
जिला : पूर्व गोदावरी गांव : गेद्दाडा

आर.एस. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
20-2B2	0	02	0	0	05
19-6C	0	01	5	0	04-1/2
<b>जोड़ :</b>	<b>0</b>	<b>03</b>	<b>5</b>	<b>0</b>	<b>09-1/2</b>

[फा. सं. 12016/5/2008-ओएनजी-III]

राज शेखर सिकदर, अवर सचिव

New Delhi, the 4th March, 2008

S.O. 595.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O.No. 3262 dt. 07-08-06 issued under Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line TPDD to TATIPAKA-13 (I/C) in the State of Andhra Pradesh, a pipeline should be laid by the ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public for laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

#### SCHEDULE

##### ROU Pipeline from Tatipaka-13 Inter connection

State : Andhra Pradesh			Mandal : Mamidikuduru		
District : East Godavari			Village : Geddada		
R.S.No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
20-2B2	0	02	0	0	05
19-6C	0	01	5	0	04-1/2
TOTAL	0	03	5	0	09-1/2

[F.No. 12016/5/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 596.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3265, तारीख 07-08-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में पि.एस.पि./15-23 से जि.सि.एस. नागाराम परियोजना तक माध्यम से गैस, के परिवहन के लिये पाइपलाइन बिछाने में प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन

बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट में निहित होगा ।

#### अनुसूची

आर.ओ.यू. पाइपलाइन : पि.एस.पि. 15-23 से जि.सि.एस. नागा राम

राज्य : आन्ध्र प्रदेश मंडल : मामीडीकुदुरु  
जिला : पूर्व गोदावरी गांव : नागाराम

आर.एस. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
169/ए2	0	08	5	0	21
146/4बी	0	01	5	0	04
145/5बी	0	13	0	0	32
145/1बी	0	00	5	0	01
144/2	0	01	5	0	04
243/1ए2 जी.पी.	0	02	0	0	05
243/2बी2	0	06	0	0	15
242/2ए2	0	01	0	0	03
242/2बी1	0	06	5	0	16
181/1बी	0	01	5	0	04
181/1सी	0	01	5	0	04
181/1डी	0	04	5	0	11
181/1ई	0	07	0	0	17
181/2बी	0	04	5	0	11
240/2	0	05	5	0	13
239/2	0	01	0	0	03
228/2	0	11	5	0	28
227/1बी	0	05	0	0	12
227/2बी	0	05	5	0	13
229/2बी	0	05	5	0	14
229/3बी	0	06	0	0	15
229/3सी	0	01	5	0	04
229/4बी	0	02	5	0	65
229/4बी	0	02	5	0	65
213/1बी	0	04	5	0	11
230/2बी	0	01	5	0	04
230/2सी	0	03	0	0	07
230/6बी	0	03	5	0	09
230/7बी	0	04	0	0	10
224/1ए2/1	0	02	5	0	06
222/2	0	01	0	0	03
जोड़	1	26	0	3	13

राज्य : आन्ध्र प्रदेश  
जिला : पूर्व गोदावरि

मंडल : मामीडिकुदुरु

गांव : मामीडिकुदुरु

आर.एस. नं.	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
1	2	3	4	5	6
7/के2	0	05	0	0	12
7/जी2	0	00	5	0	00 1/2
7/एच2	0	01	0	0	02
7/एला	0	02	0	0	05
7/12	0	01	0	0	03
7/जे2	0	02	0	0	05
7/क्यू2	0	04	0	0	10
7-आर2	0	05	5	0	13
13/1बी	0	07	5	0	19
13/2बी	0	07	5	0	18
13/3बी	0	09	0	0	22
11/ए	0	03	5	0	09
14/3डी2	0	01	0	0	02
16/4डी2	0	03	0	0	08
16/4ई2	0	02	0	0	05
54/6ए2	0	04	5	0	11
54/6बी2	0	01	0	0	02
16/5बी	0	02	0	0	05
16/5सी	0	02	5	0	06
19/1बी	0	02	5	0	06
19/2बी	0	04	0	0	10
19/1सी	0	03	5	0	09
37/2	0	15	5	0	38
19/2सी	0	04	0	0	10
19/3बी	0	01	0	0	03
20/2	0	01	0	0	02 1/2
20/2जीपी	0	01	0	0	01 1/2
33/2	0	04	5	0	11
32/3बी	0	12	0	0	30
38/4बी	0	01	5	0	04
58/1ए2	0	03	5	0	09
58/1डी2	0	01	0	0	03
58/1सी1	0	02	0	0	05
57/1बी	0	02	0	0	05
57/1सी	0	00	5	0	01
57/1डी	0	03	5	0	09
56/6ए3	0	00	5	0	01
56/6बी2	0	01	5	0	04

1	2	3	4	5	6
55/2	0	06	5	0	16
48/2	0	05	5	0	13
49/2सी2	0	04	5	0	11
49/2ए1/2	0	02	0	0	05
49/2ए2/2	0	07	5	0	19
50/4ए2	0	03	0	0	08
49/2ए3	0	00	5	0	01
50/5ए2/2	0	08	5	0	21
51/3	0	01	0	0	03
51/2	0	00	5	0	01
51/4जीपी	0	00	5	0	01
जोड़	1	69	5	4	18 1/2

जिला : पूर्व गोदावरि

गांव : पासरकापुडी

आर.एस. नं.	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
1	2	3	4	5	6
18/1बी	0	06	0	0	15
18/2ए2	0	05	5	0	13
16-9बी	0	05	5	0	13
17/3बी	0	05	5	0	13
17/4बी	0	05	5	0	14
17/5बी	0	02	0	0	05
14/8ए2	0	03	0	0	07
14/8बी2	0	02	0	0	05
14/8सी2	0	03	0	0	08
13/3बी	0	04	0	0	10
13/4बी	0	04	0	0	10
12/2.	0	04	5	0	11
13/9ए2	0	08	0	0	20
12/3.	0	03	0	0	07
124/1ए2	0	04	5	0	11
193/2ए	0	01	0	0	02
195/7बी2	0	01	0	0	03
194/3बी2	0	03	0	0	08
195/8बी	0	03	5	0	09
194/3सी1	0	01	0	0	02
194/2बी3	0	01	0	0	03
194/2बी2	0	04	0	0	10
194/जी.पी.2	0	04	0	0	10
194/4ए	0	00	5	0	01



1	2	3	4	5	6	1	2	3	4	5	6
172/4ए2	0	14	0	0	35	235/3बी	0	08	0	0	08
197/2बी	0	03	5	-0	09	236/2	0	01	5	0	04
197/3सी2	0	05	5	0	14	237/2	0	04	5	-0	11
198/2बी	0	07	5	0	19	237/4	0	02	5	0	06½
198/3बी	0	01	0	0	02	237/3	0	02	0	0	05
193/1बी	0	07	0	0	17	237/6	0	03	5	0	09
191/2ए पी	0	05	0	0	12½	238/4बी	0	03	5	0	09
191/2बी पी	0	05	5	0	13	237/5	0	03	0	0	07
191/2बी पी	0	05	0	0	12½	13/4सी	0	01	5	0	04
190/2 जी पी	0	01	0	0	01½	जोड़	2	43	5	6	05½
190/3	0	01	0	0	02½	[फा. सं. 12016/5/2008-ओएनजी-III] राज शेखर सिकंदर, अवर सचिव New Delhi, the 4th March, 2008					
186/2	0	01	0	0	03						
185/1बी2 जीपी	0	02	0	0	05	S.O. 596.—whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O.No. 3265 dt 07-08-06 issued under Sub- Section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right Of Users in Land) Act, 1962 (50 of 1962) herein after referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line PSP- 15 & 23 to GCS NAGARAM in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;					
185/2ए2पी	0	03	0	0	07						
185/2ए2 पी	0	02	5	0	06	And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07.					
185/2ए2पी	0	02	5	0	06						
185/2बी3	0	01	5	0	04	And whereas no objections have been received from the public to lying of the pipeline by the Competent Authority;					
183/1ए2	0	01	0	0	02½						
183/1बी2	0	03	0	0	07	And Whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Central Government;					
183/3बी	0	02	5	0	06						
184/3बी	0	02	5	0	06	And Whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.					
226/1बी2	0	03	0	0	08						
226/2ए1	0	01	0	0	02½	Now, Therefore, in exercise of the powers conferred by Sub-Section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipe line;					
226/1सी2	0	00	5	0	01						
226/2बी2	0	04	0	0	10	And Further in exercise of the powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G.Project Rajahmundry Asset, free from encumbrances.					
226/3बी	0	05	5	0	14						
170/2ए2	0	09	5	0	24						
227/2	0	01	5	0	04						
169/1बी	0	07	0	0	17						
173/3बीपी	0	01	5	0	04½						
173/3बीपी	0	01	5	0	04½						
173/3सी	0	00	5	0	01						
173/4बी	0	04	0	0	10						
172/5ए2	0	03	0	0	08						
163/1बी	0	02	0	0	05						
163/2बी	0	02	0	0	05						
164/4बी	0	00	5	0	01						
164/6बी	0	03	0	0	08						
149/2	0	01	5	0	03½						
149/3 जीपी	0	01	0	0	01½						
235/2बी	0	03	5	0	09						

SCHEDULE					
ROU Pipeline from PSP-15 & 23 to GCS Nagaram					
State : Andhra Pradesh			Mandal : Mamidikuduru		
District : East Godavari			Village : Nagaram		
R.S.No.	Hectares	Ares	Centiares	Acres	Cents
1	2	3	4	5	6
169/A2	0	08	5	0	21
144/4B	0	01	5	0	04
145/5B	0	13	0	0	32
145/1B	0	00	5	0	01
144/2	0	01	5	0	04
243/A2 GP	0	02	0	0	05
243/2B2	0	06	0	0	15
242/2A2	0	01	0	0	03
242/2BI	0	06	5	0	16
181/1B	0	01	5	0	04
181/1C	0	01	5	0	04
181/1D	0	04	5	0	11
181/1E	0	07	0	0	17
181/2B	0	04	5	0	11
240/2	0	05	5	0	13
239/2	0	01	0	0	03
228/2	0	11	5	0	28
227/1B	0	05	0	0	12
227/2B	0	05	5	0	13
229/2B	0	05	5	0	14
229/3B	0	06	0	0	15
229/3C	0	01	5	0	04
229/4B	0	02	5	0	065
229/4B	0	02	5	0	065
213/1B	0	04	5	0	11
230/2B	0	01	5	0	04
230/2C	0	03	0	0	07
230/6B	0	03	5	0	09
230/7B	0	04	0	0	10
224/A/2/1	0	02	5	0	06
222/2	0	01	0	0	03
TOTAL	1	26	0	3	13

District : East Godavari			Village : Mamidikuduru		
R.S.No.	Hectares	Ares	Centiares	Acres	Cents
1	2	3	4	5	6
7/K2	0	05	0	0	12
7/G2	0	00	5	0	00½
7/H2	0	01	0	0	02
7/L1	0	02	0	0	05
7/I2	0	01	0	0	03
7/J2	0	02	0	0	05
7/Q2	0	04	0	0	10
7-R2	0	05	5	0	13
13/1B	0	07	5	0	19
13/2B	0	07	5	0	18
13/3B	0	09	0	0	22
11/1A	0	03	5	0	09
14/3D2	0	01	0	0	02
16/4D2	0	03	0	0	08
16/4E2	0	02	0	0	05
54/6A2	0	04	5	0	11
54/6B2	0	01	0	0	02
16/5B	0	02	0	0	05
16/5C	0	02	5	0	06
19/1B	0	02	5	0	06
19/2B	0	04	0	0	10
19/1C	0	03	5	0	09
37/2	0	15	5	0	38
19/2C	0	04	0	0	10
19/3B	0	01	0	0	03
20/2	0	01	0	0	02½
20/2GP	0	01	0	0	01½
33/2	0	04	5	0	11
32/3B	0	12	0	0	30
38/4B	0	01	5	0	04
58/1A2	0	03	5	0	09
58/1D2	0	01	0	0	03
58/1C1	0	02	0	0	05
57/1B	0	02	0	0	05
57/1C	0	00	5	0	01
57/1D	0	03	5	0	09
56/6A3	0	00	5	0	01

1	2	3	4	5	6
56/6B2	0	01	5	0	04
55/2	0	06	5	0	16
48/2	0	05	5	0	13
49/2B2	0	04	5	0	11
49/2A1/2	0	02	0	0	05
49/2A2/2	0	07	5	0	19
50/4A2	0	03	0	0	08
49/2B3	0	00	5	0	01
50/5A2/2	0	08	5	0	21
51/3	0	01	0	0	03
51/2	0	00	5	0	01
51/4G.P	0	00	5	0	01
TOTAL :	1	69	5	4	18½

State : Andhra Pradesh

Mandal : Mamidikuduru

District : East Godavari

Village : Pasarlupudi

R.S.No.	Hectares	Ares	Centiares	Acres	Cents
1	2	3	4	5	6
18/1B	0	06	0	0	15
18/2A2	0	05	5	0	13
16-9B	0	05	5	0	13
17/3B	0	05	5	0	13
17/4B	0	05	5	0	14
17/5B	0	02	0	0	05
14/8A2	0	03	0	0	07
14/8B2	0	02	0	0	05
14/8C2	0	03	0	0	08
13/3B	0	04	0	0	10
13/4B	0	04	0	0	10
12/2	0	04	5	0	11
13/9A2	0	08	0	0	20
12/3	0	03	0	0	07
124/1A2	0	04	5	0	11
193/2A	0	01	0	0	02
195/7B2	0	01	0	0	03
194/3B2	0	03	0	0	08
195/8B	0	03	5	0	09
194/3C1	0	01	0	0	02

1	2	3	4	5	6
194/2B3	0	01	0	0	08
194/2B2	0	04	0	0	10
194/1P2	0	04	0	0	10
194/4A	0	00	5	0	01
172/4A2	0	14	0	0	35
197/2B	0	08	5	0	09
197/3C2	0	05	5	0	14
198/2B	0	07	5	0	19
198/3B	0	01	0	0	02
193/1B	0	07	0	0	17
191/2A P	0	05	0	0	12½
191/2BP	0	05	5	0	13
191/2BP	0	05	0	0	12½
190/2G.P	0	01	0	0	01½
190/3	0	01	0	0	02½
186/2	0	01	0	0	08
185/1B2 G.P	0	02	0	0	05
185/2A2P	0	03	0	0	07
185/2A2P0	0	02	5	0	06
185/2A2P	0	02	5	0	06
185/2A3	0	01	5	0	04
183/1A2	0	01	0	0	02½
183/1B2	0	03	0	0	07
183/3B	0	02	5	0	06
184/3B	0	02	5	0	06
226/1B2	0	03	0	0	08
226/2A1	0	01	0	0	02½
226/1C2	0	00	5	0	01
226/2B2	0	04	0	0	10
226/3B	0	05	5	0	14
170/2A2	0	09	5	0	24
227/2	0	01	5	0	04
169/1B	0	07	0	0	17
173/3BP	0	01	5	0	04½
173/3BP	0	01	5	0	04½
173/3C	0	00	5	0	01
173/4B	0	04	0	0	10

1	2	3	4	5	6
172/5A2	0	03	0	0	08
163/1B	0	02	0	0	05
163/2B	0	02	0	0	05
164/4B	0	00	5	0	01
164/6B	0	03	0	0	08
149/2	0	01	5	0	03½
149/3 G.P	0	01	0	0	01½
235/2B	0	03	5	0	09
235/3B	0	03	0	0	08
236/2	0	01	5	0	04
237/2	0	04	5	0	11
237/4	0	02	5	0	06½
237/3	0	02	0	0	05
237/6	0	03	5	0	09
238/4B	0	03	5	0	09
237/5	0	03	0	0	07
13/4C	0	01	5	0	04
TOTAL:	2	43	5	6	05½

[F.No. 12016/5/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 597.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3266, तारीख 07-08-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में आर.जेड.ऐ.बी. से आर.जेड.ऐ.ऐ. परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगनों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

## अनुसूची

आर.ओ.यू. पाइपलाइन : आर.जेड.ऐ.बी से आर.जेड.ऐ.ऐ

राज्य : आन्ध्र प्रदेश मंडल : येलामंचाली  
जिला : पश्चिम गोदावरी गांव : येनुगुवानीलंका

आर.एस. नं.	हैक्टेर्स	एस	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
175/2पी	0	03	0	0	08
175/3ए	0	03	0	0	08
175/3सी	0	02	5	0	06
175/3बी	0	02	0	0	05
175/3डी	0	01	0	0	02
174/8ए	0	01	5	0	04
174/8बी	0	01	0	0	03
174/8सी	0	02	5	0	06
174/8डी	0	01	0	0	02
174/8ई	0	01	0	0	02
174/8एफ	0	02	5	0	06
174/8जी	0	01	0	0	03
174/3पी	0	00	5	0	01

1	2	3	4	5	6
174/4पी	0	03	0	0	07
173/1	0	03	0	0	08
173/2	0	03	0	0	07
173/3	0	03	0	0	07
173/4	0	03	0	0	07
172/पी	0	12	0	0	30
161/पी (केनाल)	0	01	0	0	02
162/पी (केनाल)	0	20	5	0	51
144/पी	0	04	0	0	10
जोड़ :	0	75	0	1	85

[फा. सं. 12016/5/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 4th March, 2008

S.O. 597.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O.No. 3266 dt 07-08-06 issued under sub-Section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right Of Users in Land) Act, 1962 (50 of 1962) herein after referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line RZAB to RZAA in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07

And whereas no objections have been received from the public to lying of the pipeline by the Competent Authority;

And Whereas the Competent Authority has under sub-Section (1) of Section 6 of the said Act, submitted report to the Central Government;

And Whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.

Now, Therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipe line;

And Further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G.Project/Rajahmundry Asset, free from encumbrances.

**SCHEDULE****ROU PIPE LINE FROM RZAB to RZAA**

State : Andhra Pradesh			Mandal :Elamanchili		
District : West Godavari			Village : Yenuguvanilanka		
R.S.No.	Hectares	Ares	Centiares	Acres	Cents
1	2	3	4	5	6
175/2P	0	03	0	0	08
175/3A	0	03	0	0	08
175/3C	0	02	5	0	06
175/3B	0	02	0	0	05
175/3D	0	01	0	0	02
174/8A	0	01	5	0	04
174/8B	0	01	0	0	03
174/8C	0	02	5	0	06
174/8D	0	01	0	0	02
174/8E	0	01	0	0	02
174/8F	0	02	5	0	06
174/8G	0	01	0	0	03
174/3P	0	00	5	0	01
174/4P	0	03	0	0	07
173/1	0	03	0	0	08
173/2	0	03	0	0	07
173/3	0	03	0	0	07
173/4	0	03	0	0	07
172/P	0	12	0	0	30
161/P (Canal)	0	01	0	0	02
162/P (Canal)	0	20	5	0	51
144/P	0	04	0	0	10
TOTAL :	0	75	0	1	85

[F.No. 12016/5/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 598.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3267, तारीख 07-08-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्री एसट द्वारा आन्ध्र प्रदेश राज्य में मोरी-5 से मोरी-11 परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामुंद्री एसट में निहित होगा।

#### अनुसूची

आर.ओ.यू. पाइपलाइन : मोरी-5 से मोरी-11

राज्य : आन्ध्र प्रदेश	मंडल : मालीकीपुराम				
जिला : पूर्व गोदावरी	गांव : इरुसुमंडा				
आर.एस. नं.	इक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स
44/3पी	0	08	5	0	21
42/1पी	0	07	5	0	18
43/पी	0	01	0	0	03
जोड़	0	17	0	0	42

[फा. सं. 12016/5/2008-ओएनजी-III]

राज शेखर सिकदर, अवर सचिव

New Delhi, the 4th March, 2008

S.O. 598.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 3267 dated 07-08-06 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) herein after referred to as the said Act, the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line Mori-5 to Mori-11 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

#### SCHEDULE

##### ROU PIPE LINE FROM MORI-5 TO MORI-11

State : Andhra Pradesh			Mandal : Malikipuram		
District : East Godavari			Village : Irusumanda		
R. S. No.	Hectares	Ares	Centi Ares	Ares	Cents
44/3P	0	08	5	0	21
42/1P	0	07	5	0	18
43/P	0	01	0	0	03
TOTAL	0	17	0	0	42

[F. No. 12016/5/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 599.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4572, तारीख 22-11-06 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में आर.जेड. ऐ.ऐ. से नरसापुर-1 परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

### अनुसूची

आर.ओ.यू. पाइपलाइन : आर.जेड. ऐ.ऐ. से नरसापुर जी.सी.एस.-1

राज्य : आन्ध्र प्रदेश मंडल : येलामचाली  
जिले : पश्चिम गोदावारी गांव : येनुगुवानीलंका

आर.एस. नं. हैक्टेर्स एर्स सेन्टेर्स एकड़ सेन्ट्स

1	2	3	4	5	6
144	0	29	0	0	72½

1	2	3	4	5	6
152/10	0	06	5	0	16½
152/11	0	08	5	0	09
152/12	0	08	0	0	07
152/6पी	0	02	5	0	06
152/6पी	0	02	5	0	06
152/5	0	08	0	0	08
152/2पी	0	02	0	0	05½
152/2पी	0	02	0	0	05½
156/3पी	0	03	0	0	08½
156/3पी	0	02	0	0	05
156/3पी	0	02	0	0	05
156/8	0	03	5	0	09½
156/2सी	0	01	0	0	03½
156/2ए	0	02	0	0	05½
155/4बी	0	01	5	0	04
155/4ए	0	01	5	0	04
155/1ए	0	04	0	0	10½
182/1डी	0	04	5	0	11½
155/3पी	0	01	5	0	04½
155/3पी	0	01	0	0	02½
155/1बीपी	0	03	0	0	08
155/1बीपी	0	01	0	0	02½
182/1सी	0	03	0	0	07
183/3पी	0	02	0	0	05
200/7					
183/3पी	0	02	0	0	05
183/2	0	07	5	0	19
189/1पी	0	05	5	0	13½
200/3पी					
189/1पी	0	03	0	0	8½
189/2	0	03	0	0	07½
189/1पी	0	03	0	0	7½
189/1पी	0	03	0	0	07
190/1सी	0	05	5	0	13½
190/1बी	0	01	0	0	02
200/3पी	0	02	5	0	06
190/2सी	0	02	0	0	05
190/2बी	0	02	0	0	05
190/1ए	0	05	0	0	12
191/1बी	0	02	0	0	05
200/8	0	07	0	0	17½
200/4	0	03	5	0	09
200/2	0	04	5	0	11½
199/1	0	09	0	0	22½
199/2	0	03	0	0	07½
200/1	0	05	0	0	15½
193/3पी	0	02	5	0	06

1	2	3	4	5	6	1	2	3	4	5	6
193/3पी	0	02	5	0	06	164/7पी	0	01	0	0	03½
211/पी	0	06	5	0	16½	164/2,3	0	01	0	0	03
156/2ए	0	02	0	0	05½	164/4पी	0	01	0	0	02
जोड़ :	1	88	5	4	66½	164/4पी	0	01	0	0	03
						161/5पी	0	01	5	0	04½
						161/6पी	0	02	0	0	05½
						160/7पी	0	03	5	0	09
						160/2पी	0	03	0	0	07½
						160/6पी	0	03	0	0	07½
						156/2पी	0	02	5	0	06
						45/4पी	0	06	0	0	15
						45/1पी	0	05	0	0	12½
						46/3सी	0	05	0	0	12
						46/3बी	0	08	0	0	20
						63/7	0	05	0	0	12½
						63/8पी	0	04	5	0	11
						63/8पी	0	04	5	0	11
						65/11डी	0	01	0	0	03½
						65/11सी	0	02	0	0	05
						65/11बी	0	02	5	0	06
						65/11ए	0	01	0	0	03½
						65/10	0	02	5	0	06½
						65/9	0	01	5	0	04
						71/4	0	03	5	0	09½
						71/3	0	03	5	0	09
						71/1	0	06	0	0	15
						161/3	0	01	5	0	04
						161/4	0	01	5	0	04½
						72/1	0	12	0	0	30½
						72/6	0	03	0	0	07
						68/1बी	0	02	5	0	06
						68/2	0	05	0	0	12½
						72/7	0	04	0	0	10½
						68/1ए	0	02	5	0	06
						112/4बी	0	07	5	0	19½
						112/4सी	0	02	5	0	06½
						112/1	0	09	5	0	24
						111	0	07	5	0	19
						110/पी	0	03	0	0	07
						65/5पी	0	02	5	0	06
						65/5पी	0	02	5	0	06
						223/8ए	0	05	5	0	13
						223/8बी	0	03	0	0	08
						223/9ए	0	06	0	0	15½
						178/2	0	02	0	0	05½
						जोड़ :	3	09	0	7	63½

राज्य : आन्ध्र प्रदेश  
जिला : पश्चिम गोदावरी

मंडल : नरसापुर  
गांव : नावारासापुराम

आर.एस. नं. हैक्टेयर्स एर्स सेन्टेयर्स एकड़ सेन्ट्स

1	2	3	4	5	6
224	0	01	0	0	03
224	0	01	0	0	03
208	0	05	5	0	14½
209	0	04	0	0	10
161/1	0	03	0	0	08½
161/3	0	01	5	0	04
210	0	01	0	0	02½
45/5	0	04	0	0	10
215	0	17	0	0	42½
190/1	0	14	5	0	36
190/2	0	15	0	0	37
187/1पी	0	04	0	0	10
187/1पी	0	02	0	0	05
176/1सी	0	06	0	0	15
176/1बी1	0	03	0	0	08
176/1ए	0	01	5	0	04
177/2डी	0	03	5	0	09
177/2सी	0	01	0	0	03½
177/2डी	0	01	0	0	03½
177/2ए	0	02	5	0	06½
177/1	0	02	0	0	05½
178/2डी	0	02	0	0	05½
178/2सी	0	04	5	0	11
178/2बी	0	03	0	0	07
178/1ए	0	02	5	0	06
181/11पी	0	03	0	0	08
181/16पी	0	05	5	0	13½
181/10-2	0	02	0	0	05
181/10-1	0	03	0	0	08
181/5-2	0	01	0	0	03
181/5-1	0	03	0	0	08
181/2पी	0	03	0	0	08
164/12पी	0	04	5	5	11½
164/8पी	0	02	5	0	06½
164/8पी	0	01	0	0	03



राज्य : आन्ध्र प्रदेश			मंडल : नरसापुर		
जिला : पश्चिम गोदावरी			गांव : माधाबाईपालेम		
आर.एस. नं.	हेक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
71/5	0	05	5	0	14
71/2पी	0	04	0	0	10
71/2पी	0	04	0	0	10
73/1	0	09	0	0	22½
73/2	0	06	0	0	15
73/3	0	05	5	0	14
72/2 (पी)	0	08	0	0	20
72/2पी	0	08	5	0	21
68/2	0	09	5	0	24
68/4	0	09	5	0	23
63/पी	0	17	5	0	43
62/3पी	0	07	5	0	18½
जोड़ :	0	95	0	2	35

राज्य : आन्ध्र प्रदेश			मंडल : नरसापुर		
जिला : पश्चिम गोदावरी			गांव : चीनामामीडीपाल्लि		
आर.एस. नं.	हेक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
84/2पी	0	06	0	0	15

[फा. सं. 12016/3/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 4th March, 2008

**S.O. 599.**—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4572 dated 22-11-06 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) herein after referred to as the said Act, the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line RZAA to NARSAPUR GCS-1 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, Therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

**SCHEDULE****ROU Pipe Line From RZAA to Narsapur GCS-1**

State : Andhra Pradesh      Mandal : Elamanchili  
District : West Godavari      Village : Yenuguvanilanka

R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
144	0	29	0	0	72½
152/10	0	06	5	0	16½
152/11	0	03	5	0	09
152/12	0	03	0	0	07
152/6P	0	02	5	0	06
152/6P	0	02	5	0	06
152/5	0	03	0	0	08
152/2P	0	02	0	0	05½
152/2P	0	02	0	0	05½
152/3P	0	03	0	0	08½
156/3P	0	02	0	0	05
156/3P	0	02	0	0	05
156/8	0	03	5	0	09½
156/2C	0	01	0	0	03½
156/2A	0	02	0	0	05½
155/4B	0	01	5	0	04
155/4A	0	01	5	0	04
155/1A	0	04	0	0	10½
182/1D	0	04	5	0	11½
155/3P	0	01	5	0	04½
155/3P	0	01	0	0	02½
155/1BP	0	03	0	0	08
155/1BP	0	01	0	0	02½
182/1C	0	03	0	0	07

1	2	3	4	5	6
183/3P	0	02	0	0	05
200/7					
183/3P	0	02	0	0	05
183/2	0	07	5	0	19
189/1P	0	05	5	0	13½
200/3P					
189/1P	0	03	0	0	08½
189/2	0	03	0	0	07½
189/1P	0	03	0	0	7½
189/1P	0	03	0	0	07
190/1C	0	05	5	0	13½
190/1B	0	01	0	0	02
200/3P	0	02	0	0	05
190/2C	0	02	5	0	05
190/2B	0	02	0	0	05
190/1A	0	05	0	0	12
191/1B	0	02	0	0	05
200/8	0	07	0	0	17½
200/4	0	03	5	0	09
200/2	0	04	5	0	11½
199/1	0	09	0	0	22½
199/2	0	03	0	0	07½
200/1	0	06	0	0	15½
193/3P	0	02	5	0	06
193/3P	0	02	5	0	06
211/1P	0	06	5	0	16½
156/2A	0	02	0	0	05½
<b>Total:</b>	<b>1</b>	<b>88</b>	<b>5</b>	<b>4</b>	<b>66½</b>

State : Andhra Pradesh

Mandal : Narsapur

District : West Godavari

Village : Navarasapuram

R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
224	0	01	0	0	03
224	0	01	0	0	03
208	0	05	5	0	14½
209	0	04	0	0	10
161/1	0	03	0	0	08½
161/3	0	01	5	0	04
210	0	01	0	0	02½
45/5	0	04	0	0	10
215	0	17	0	0	42½
190/1	0	14	5	0	36
190/2	0	15	0	0	37
187/1P	0	04	0	0	10

1	2	3	4	5	6
187/1P	0	02	0	0	05
176/1C	0	06	0	0	15
176/1B1	0	03	0	0	08
176/1A	0	01	5	0	04
177/2D	0	03	5	0	09
177/2C	0	01	0	0	03½
177/2B	0	01	0	0	03½
177/2A	0	02	5	0	06½
177/1	0	02	0	0	05½
178/2D	0	02	0	0	05½
178/2C	0	04	5	0	11
178/2B	0	03	0	0	07
178/1A	0	02	5	0	06
181/11P	0	03	0	0	08
181/16P	0	05	5	0	13½
181/10-2	0	02	0	0	05
181/10-1	0	03	0	0	08
181/5-2	0	01	0	0	03
181/5-1	0	03	0	0	08
181/2P	0	03	0	0	08
164/12P	0	04	5	0	11½
164/8P	0	02	5	0	06½
164/8P	0	01	0	0	03
164/7P	0	01	0	0	03½
164/2, 3	0	01	0	0	03
164/4P	0	01	0	0	02
164/4P	0	01	0	0	03
161/5P	0	01	5	0	04½
161/6P	0	02	0	0	05½
160/7P	0	03	5	0	09
160/2P	0	03	0	0	07½
160/6P	0	03	0	0	07½
156/2P	0	02	5	0	06
45/4P	0	06	0	0	15
45/1P	0	05	0	0	12½
46/3C	0	05	0	0	12
46/3B	0	08	0	0	20
63/7	0	05	0	0	12½
63/8P	0	04	5	0	11
63/890	04	5	5	0	11
65/11D	0	01	0	0	03½
65/11C	0	02	0	0	05
65/11B	0	02	5	0	06
65/11A	0	01	0	0	03½
65/10	0	02	0	0	06½

1	2	3	4	5	6
65/9	0	01	5	0	04
71/4	0	03	5	0	09½
71/3	0	03	5	0	09
71/1	0	06	0	0	15
161/3	0	01	5	0	04
161/4	0	01	5	0	04½
72/1	0	12	0	0	30½
72/6	0	03	0	0	07
68/1B	0	02	5	0	06
68/2	0	05	0	0	12½
72/7	0	04	0	0	10½
68/1A	0	02	5	0	06
112/4B	0	07	5	0	19½
112/4C	0	02	5	0	06½
112/1	0	09	5	0	24
111	0	07	5	0	19
110/P	0	03	5	0	07
65/5P	0	02	5	0	06
65/5P	0	02	5	0	06
223/8A	0	05	5	0	13
223/8B	0	03	0	0	08
223/9A	0	06	0	0	15½
178/2	0	02	0	0	05½
<b>TOTAL</b>	<b>3</b>	<b>09</b>	<b>0</b>	<b>7</b>	<b>63½</b>

State : Andhra Pradesh		Mandal : Narsapur			
District : West Godavari		Village : Madhavaipalem			
R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
77/5	0	05	5	0	14
77/2P	0	04	0	0	10
77/2P	0	04	0	0	10
73/1	0	09	0	0	22½
73/2	0	06	0	0	15
73/3	0	05	5	0	14
72/2(P)	0	08	0	0	20
72/2P	0	08	5	0	21
68/2	0	09	5	0	24
68/4	0	09	5	0	23
63/P	0	17	5	0	43
62/3P	0	07	5	0	18½
<b>TOTAL:</b>	<b>0</b>	<b>95</b>	<b>0</b>	<b>2</b>	<b>35</b>

State : Andhra Pradesh      Mandal : Narsapur  
District : West Godavari      Village : Chinamamidipalli

R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
84/2P	0	06	0	0	15

[F.No. 12016/3/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

क्र.आ. 600.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4577, तारीख 22-11-06 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में मंडापेटा-3 से मंडापेटा-1 परियोजना तक माध्यम से गैस, के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी क्लैमिंगों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

## अनुसूची

New Delhi, the 4th March, 2008

आर.ओ.यू. पाइपलाइन : मंडापेटा-3 से मंडापेटा-1

आर.ओ.यू. नं.	हेक्टेअर्स	एअर्स	सेन्टेअर्स	एकड़	सेन्ट्स
162/2	0	02	0	0	05
160/5बी	0	09	0	0	22
160/6बी	0	01	0	0	03
160/6बी	0	03	5	0	09
160/7बी	0	01	5	0	04
159/2	0	01	0	0	03
131/3बी	0	04	5	0	11
131/6ए	0	02	5	0	06-1/2
131/1पी	0	03	0	0	08
131/2बी	0	04	0	0	10
134/5बी	0	04	5	0	11
132/1बी	0	03	0	0	08
132/1सी	0	03	0	0	07
132/2बी	0	03	0	0	08
132/4बी	0	02	5	0	06-1/2
133/2	0	01	5	0	04
134/6डी	0	02	5	0	06
134/6सी	0	02	5	0	06
134/8बी	0	02	0	0	05
134/6बी	0	02	5	0	06
134/3बी	0	06	0	0	15
135/2	0	01	0	0	03
135/3	0	01	5	0	04
111/2बी	0	05	5	0	13
111/3बी	0	07	5	0	18
111/4बी	0	10	5	0	26
111/2बी2	0	01	0	0	03
112/2	0	17	0	0	42
93/2बी	0	07	5	0	19
93/5बीपी	0	03	5	0	09
93/5बीपी	0	03	5	0	09
93/5सी	0	02	0	0	05
जोड़ :	1	27	5	3	15

[फा. सं. 12016/3/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

**S.O. 600.**—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4577 dated 22-11-06 issued under Sub-Section (1) of Section 3 of the Petroleum and Minerals Pipe lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (herein after referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line FROM MANDAPETA-3 to MANDAPETTA-1 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07;

And whereas no objections have been received from the public for laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

## SCHEDULE

## ROU Pipe Line From MDW-3 to MDW-1

State : Andhra Pradesh	Mandal : Ravulapalem				
District : East Godavari	Village : Devarapalli				
R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
162/2	0	02	0	0	05
160/5B	0	09	0	0	22
160/6B	0	01	0	0	03
160/6B	0	03	5	0	09
160/7B	0	01	5	0	04

1	2	3	4	5	6
159/2	0	01	0	0	08
131/3B	0	04	5	0	11
131/6A	0	02	5	0	06-1/2
131/1P	0	03	0	0	08
131/2B	0	04	0	0	10
134/5B	0	04	5	0	11
132/1B	0	03	0	0	08
132/1C	0	03	0	0	07
132/2B	0	03	0	0	08
132/4B	0	02	5	0	06-1/2
133/2	0	01	5	0	04
134/6D	0	02	5	0	06
134/6C	0	02	5	0	06
134/8B	0	02	0	0	05
134/6B	0	02	5	0	06
134/3B	0	06	0	0	15
135/2	0	01	0	0	08
135/3	0	01	5	0	04
111/2B	0	05	5	0	13
111/3B	0	07	5	0	18
111/4B	0	10	5	0	26
111/2B2	0	01	0	0	08
112/2	0	17	0	0	42
93/2B	0	07	5	0	19
93/5BP	0	03	5	0	09
93/5BP	0	03	5	0	09
93/5C	0	02	0	0	05
TOTAL:	1	27	5	3	15

[F.No. 12016/3/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 601.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4571, तारीख 22-11-06 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में पी.एम.ऐ.बी. से पेनुमदम-1

परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतिया जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

## अनुसूची

आर.ओ.यू. पाइपलाइन : पी.एम.ऐ.बी. से पेनुमदम-1

राज्य : आन्ध्र प्रदेश	मंडल : पोडूरु				
जिला : पूर्व गोदावारि	गांव : गुम्मूलूरु				
आर.एस. नं.	हैक्टेयर्स	एर्स	सेन्टेयर्स	एकड़	सेन्स
92/पी	0	05	5	0	13½
90/पी	0	05	5	0	14
103/पी	0	06	0	0	15
104/2पी	0	07	0	0	17
104/1पी	0	08	0	0	20
431/पी	0	08	0	0	20
432/3पी	0	01	5	0	04
89/पी	0	09	5	0	24
432/2पी	0	01	0	0	08
जोड़ :	0	52	5	1	30½

राज्य : आन्ध्र प्रदेश	मंडल : पोदूरु				
जिला : पूर्व गोदावरी	गांव : ऐ,वेमावारांम				
आर.एस. नं.	हेक्टेअर्स	एअर्स	सेन्टेअर्स	एकड़	सेन्ट्स
87/पी (ड्रेन)	0	07	5	0	19
75/1पी	0	07	0	0	17
75/2पी	0	05	5	0	13
5/3पी	0	04	5	0	11
76/4ए	0	03	0	0	07
76/4बी	0	04	5	0	11
76/3पी	0	03	0	0	08
71/4बीपी	0	00	5	0	01
71/5पी	0	00	5	0	01
73/1बीपी	0	10	0	0	25
73/1एपी	0	00	5	0	01
73/1सीपी	0	00	5	0	01
92/पी	0	01	0	0	03
95/2डीपी	0	04	5	0	11
95/2सीपी	0	04	5	0	11
जोड़ :	0	56	5	1	40

[फा. सं. 12016/3/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 4th March, 2008

**S.O. 601.**—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4571 dated 22-11-06 issued under sub-Section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) herein after referred to as the said Act, the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line PMAB to PENUMADAM-1 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07.

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, Therefore, in exercise of the powers conferred by sub-Section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-Section (4) of Section 6 of the said Act, the, Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

**SCHEDULE****ROU Pipe Line From PMAB to Penumadam-1**

State : Andhra Pradesh	Mandal : PODURU				
District : West Godavari	Village : Gummuluru				
R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
92/P	0	05	5	0	13½
90/P	0	05	5	0	14
103/P	0	05	0	0	15
104/2P	0	07	0	0	17
104/1P	0	08	0	0	20
431/P	0	08	0	0	20
432/3P	0	01	5	0	04
89/P	0	09	5	0	24
432/2P	0	01	0	0	03
<b>TOTAL:</b>	0	52	5	1	30½

State : Andhra Pradesh	Mandal : Poduru				
District : West Godavari	Village : A. Vemavaram				
R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
87/P (Drain)	0	07	5	0	19
75/1P	0	07	0	0	17
75/2P	0	05	5	0	13
75/3P	0	04	5	0	11
76/4A	0	03	0	0	07
76/4B	0	04	5	0	11
76/3P	0	03	0	0	08
71/4BP	0	00	5	0	01
71/5P	0	00	5	0	01
73/1BP	0	10	0	0	25
73/1AP	0	00	5	0	01
73/1CP	0	00	5	0	01
92/P	0	01	0	0	03
95/2DP	0	04	5	0	11
95/2CP	0	04	5	0	11
<b>TOTAL :</b>	0	56	5	1	40

[F.No. 12016/3/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का.आ. 602.—केन्द्रीय सरकार का पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4579, तारीख 22-11-06 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में ई.एम.ए.सी.-9 से ई.एम.ए. ई-7 परियोजना तक पाइप के माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

### अनुसूची

आर.ओ.यू. पाइपलाइन : ई.एम.ए.सी.-9 से ई.एम.ए.ई-7

राज्य : आन्ध्र प्रदेश			मंडल : कारापा		
जिला : पूर्व गोदावारी			गांव : गुराजानापाल्ली		
आर.एस. नं.	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
1	2	3	4	5	6
117	0	12	0	0	30
116/2पी	0	08	5	0	21

1	2	3	4	5	6
116/1पी	0	10	0	0	25
107/पी	0	35	5	0	88
109/1	0	12	5	0	31
109/2	0	02	5	0	06
109/3	0	02	5	0	06
108/पी	0	08	0	0	20
110/1ए	0	01	0	0	03
110/1बी	0	01	0	0	03
110/1सी	0	02	0	0	05
जोड़ :	0	96	5	2	38

राज्य : आन्ध्र प्रदेश			मंडल : कारापा		
जिला : पूर्व गोदावारी			गांव : गोरीपुडी		
आर.एस. नं.	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
14/पी	0	19	0	0	47
13/पी	0	02	5	0	06
12/1.	0	05	0	0	12
12/2.	0	01	0	0	02
16/2.	0	02	0	0	05
12/3.	0	00	5	0	01
12/4.	0	01	0	0	03
15/2पी	0	19	5	0	48
16/1	0	03	0	0	07
17/पी	0	03	5	0	09
39/पी	0	33	0	0	82
40/2बी	0	01	0	0	03
40/2ए	0	01	0	0	03
46/5बी	0	09	5	0	23
46/5ए	0	04	5	0	11
47/पी	0	00	5	0	01
54/3डी	0	09	5	0	23
54/3सी	0	01	5	0	04
54/3बी	0	02	5	0	06
54/3ए	0	02	5	0	06
55/पी	0	01	0	0	02
68/2बी	0	03	0	0	07
68/2ए	0	03	0	0	07
69/पी	0	00	5	0	01
72/3सी	0	07	0	0	17
72/3बी	0	01	0	0	03
72/3ए	0	03	0	0	08
71/पी	0	00	5	0	01
73/9	0	19	0	0	47
जोड़ :	1	60	0	3	95

राज्य : आन्ध्र प्रदेश  
जिले : पूर्व गोदावारी

मंडल : कारापा  
गांव : पातारलानाड्डा

आर.एस. नं.	हेक्टेअर्स	एअर्स	सेन्टेअर्स	एकड़	सेन्ट्स
112/2बी	0	00	5	0	01 1/2
112/2ए	0	01	0	0	03
113/11पी	0	01	0	0	03
113/13पी	0	02	5	0	06
114/पी	0	05	5	0	14
116/पी	0	03	5	0	09
117/पी	0	03	5	0	09
118/पी	0	11	5	0	28
82/2ए	0	00	5	0	01 1/2
82/2बी	0	15	0	0	37
76/2ए	0	05	0	0	12
78/3ए	0	01	5	0	04
78/1एपी	0	05	5	0	13
66/पी	0	00	5	0	00 1/2
65/5पी	0	01	0	0	02
68/पी	0	03	0	0	08
60/पी	0	06	0	0	15
77/पी	0	01	0	0	02
70/पी	0	01	5	0	04
67/पी	0	01	0	0	02
जोड़ :	0	70	5	1	74 1/2

[फा. सं. 12016/3/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 4th March, 2008

**S.O. 602.**—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4579 dated 22-11-06 issued under Sub-Section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) hereinafter referred to as the said Act, the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying

pipe line EMAC-9 to EMAE-7 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, Therefore, in exercise of the powers conferred by Sub-Section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

### SCHEDULE

#### ROU Pipe Line from EMAC-9 to EMAE-7

State : Andhra Pradesh		Mandal : KARAPA			
District : East Godavari		Village : Gurajanapalli			
R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
117	0	12	0	0	30
116/2P	0	08	5	0	21
116/1P	0	10	0	0	25
107/P	0	35	5	0	88
109/1	0	12	5	0	31
109/2	0	02	5	0	06
109/3	0	02	5	0	06
108/P	0	08	0	0	20
110/1A	0	01	0	0	03
110/1B	0	01	0	0	03
110/1C	0	02	0	0	05
<b>TOTAL :</b>	<b>0</b>	<b>96</b>	<b>5</b>	<b>2</b>	<b>38</b>



State : Andhra Pradesh		Mandal : Karapa			
District : East Godavari		Village : Gorripudi			
R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
14/P	0	19	0	0	47
13/P	0	02	5	0	06
12/1	0	05	0	0	12
12/2	0	01	0	0	02
16/2	0	02	0	0	05
12/3	0	00	5	0	01
12/4	0	01	0	0	03
15/2P	0	19	5	0	48
16/1	0	03	0	0	07
17/P	0	03	5	0	09
39/P	0	33	0	0	82
40/2B	0	01	0	0	03
40/2A	0	01	0	0	03
46/5B	0	09	5	0	23
46/5A	0	04	5	0	11
47/P	0	00	5	0	01
54/3D	0	09	5	0	23
54/3C	0	01	5	0	04
54/3B	0	02	5	0	06
54/3A	0	02	5	0	06
55/P	0	01	0	0	02
68/2B	0	03	0	0	07
68/2A	0	03	0	0	07
69/P	0	00	5	0	01
72/3C	0	07	0	0	17
72/3B	0	01	0	0	03
72/3A	0	03	0	0	08
71/P	0	00	5	0	01
73/9	0	19	0	0	47
TOTAL:	1	60	0	3	95

State : Andhra Pradesh		Mandal : Karapa			
District : East Godavari		Village : Patharlagadda			
R. S. No.	Hectares	Ares	Centi Ares	Acres	Cents
112/2B	0	00	5	0	01½
112/2A	0	01	0	0	03
113/11P	0	01	0	0	03
113/13P	0	02	5	0	06
114/P	0	05	5	0	14
116/P	0	03	5	0	09
117/P	0	03	5	0	09
118/P	0	11	5	0	28
82/2A	0	00	5	0	01½
82/2B	0	15	0	0	37
76/2A	0	05	0	0	12
78/3A	0	01	5	0	04
78/1AP	0	05	5	0	13
66/P	0	00	6	0	00½
65/5P	0	01	0	0	02
68/P	0	03	0	0	08
60/P	0	06	0	0	15
77/P	0	01	0	0	02
70/P	0	01	5	0	04
67/P	0	01	0	0	02
TOTAL:	0	70	5	1	74½

[F. No. 12016/3/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 20 मार्च, 2008

का.आ. 603.—भारत सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 2 (क) के अनुसरण और भारत के राजपत्र, भाग II खंड 3, उपखंड (ii) की अधिसूचना संख्या का. आ. 4520 तारीख 29 अक्टूबर, 2005, जो भारत के राजपत्र तारीख 3 दिसम्बर, 2005 में प्रकाशित हुआ, की निरंतरता में नीचे दी गई सारिणी के स्तम्भ (1) में उल्लिखित व्यक्तियों को उक्त सारिणी के स्तम्भ (2) में उल्लिखित क्षेत्रों के बाबत मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड (आरजीटीआईएल), जिसका रजिस्ट्रीकृत कार्यालय 101, शिवम् अपार्टमेंट 9, पटेल कालोनी, बेदी बन्दर रोड, जामनगर-361 008 (गुजरात) में है, द्वारा उनकी चैनई-बंगलौर-मंगलौर

गैस पाइपलाइन के द्वारा गैस के परिवहन के लिये पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारियों के कृत्यों का पालन करने के लिये अतिरिक्त सक्षम प्राधिकारी के रूप में प्राधिकृत करती है :-

### सारिणी

व्यक्तियों के नाम और पता	अधिकारिता के क्षेत्र
(1)	(2)
1. श्री के. एच. नान्जैगौड़ा, कर्नाटक प्रशासनिक सेवा, (सेवानिवृत्त), वाणिज्य और उद्योग विभाग, कर्नाटक सरकार, द्वारा मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, 101, शिवम अपार्टमेंट, 9-पटेल कालोनी, बेदी बन्दर रोड, जामनगर-361008 (गुजरात)	कर्नाटक राज्य के सभी जिले
2. श्री के. मल्लीनाथ, कर्नाटक प्रशासनिक सेवा, (सेवानिवृत्त), वाणिज्य और उद्योग विभाग, कर्नाटक सरकार, द्वारा मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, 101, शिवम अपार्टमेंट, 9-पटेल कालोनी, बेदी बन्दर रोड, जामनगर-361 008 (गुजरात)	कर्नाटक राज्य के सभी जिले
3. श्री एच. एम. नागप्पा, कर्नाटक प्रशासनिक सेवा, (सेवानिवृत्त), वाणिज्य और उद्योग विभाग, कर्नाटक सरकार, द्वारा मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, 101, शिवम अपार्टमेंट, 9-पटेल कालोनी, बेदी बन्दर रोड, जामनगर-361 008 (गुजरात)	कर्नाटक राज्य के सभी जिले

[फा. सं. एल.-14014/9/2003-जीपी]

के. के. शर्मा, अवर सचिव

New Delhi, the 20th March, 2008

**S.O. 603.**—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter called the said Act), and in continuation of notification number S. O. 4520 dated 29th October, 2005, published in the Gazette of India Part II, Section 3, sub-section (ii) on 3rd December 2005, the Government of India hereby authorizes the additional persons mentioned in column (1)

of the table given below to perform the functions of Competent Authorities under the said Act for laying of the pipeline by M/s Reliance Gas Transportation Infrastructure Limited, having its Registered Office at 101, Shivam Apartments, 9-Patel Colony, Bedi Bunder Road, Jamnagar-361 008 (Gujarat) for transportation of natural gas through its Chennai-Bangalore-Mangalore gas pipeline in respect of the areas mentioned in column (2) of the said table:-

TABLE

Name and address of persons	Areas of jurisdiction
(1)	(2)
1. Shri K. H. Nanjegowda, Karnataka Administrative Services, (Retired), Commerce and Industries Department, Government of Karnataka, C/o M/s. Reliance Gas Transportation Infrastructure Limited, 101, Shivam Apartments, 9-Patel Colony, Bedi Bunder Road, Jamnagar-361 008 (Gujarat).	All districts of Karnataka
2. Shri K. Mallinath, Karnataka Administrative Services, (Retired), Commerce and Industries Department, Government of Karnataka, C/o M/s. Reliance Gas Transportation Infrastructure Limited, 101, Shivam Apartments, 9-Patel Colony, Bedi Bunder Road, Jamnagar-361 008 (Gujarat).	All districts of Karnataka
3. Shri H. M. Nagappa, Karnataka Administrative Services, (Retired), Commerce and Industries Department, Government of Karnataka, C/o M/s. Reliance Gas Transportation Infrastructure Limited, 101, Shivam Apartments, 9-Patel Colony, Bedi Bunder Road, Jamnagar-361 008 (Gujarat).	All districts of Karnataka

[F.No.L-14014/9/2003-GP]

K. K. SHARMA, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 25 फरवरी, 2008

का. आ. 604.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 147/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2008 को प्राप्त हुआ था।

[सं. एल-12011/133/2001-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 25th February, 2008

S.O. 604.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 147/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, which was received by the Central Government on 25-2-2008.

[No. L-12011/133/2001-IR (B-II)]  
RAJINDER KUMAR, Desk Officer**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM****PRESENT :**

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 4th day of February, 2008/  
15th Magha 1929)

L.D. 147 of 2006

(I.D. 39/03 of Industrial Tribunal, Kollam)

Union : The President,  
Syndicate Bank Employees' Union,  
Kalyan Bhavan, 1st Floor,  
69, Armerian Street, Post Box  
No. 180, Chennai-600001

By Adv. Sri. Ajith S.

Management : The Deputy General Manager,  
Syndicate Bank, Zonal Office,  
P.B. No. 2268, Sastha Kripa Office  
Complex, Sasthamangalam,  
Thiruvananthapuram-695010

By Adv. Sri. G.S. Kalkura

This case coming up for hearing on 04-02-2008, this Tribunal-cum-Labour Court on the same day passed the following :

**AWARD**

This is a reference made under Section 10(1)(d) of Industrial Disputes Act, 1947. The reference is :

**SCHEDULE**

"Whether the action of the management of Syndicate Bank, Trivandrum in imposing the punishment of bringing down the scale of pay lower by two stages for a period of two years on Shri K.P. Mohanan, Stenographer is justified ? If not, what relief the workman concerned is entitled to ?"

2. On notice though both sides entered appearance and filed claim statement and written statement, the union has been taking time repeatedly. The reference was made originally to Industrial Tribunal, Kollam in 2003. Even after 4 years the union does not appear to be interested in the matter. Hence there is no meaning in keeping the case pending indefinitely. Therefore, I find that the action of the management is legal and justified.

In the result, an award is passed finding that the action of the management in imposing the punishment of bringing down the scale of pay by two stages for a period of two years on the worker, Shri K.P. Mohanan, Stenographer, is legal and justified and he is not entitled for any relief. No cost.

(Typed, corrected and passed by me on this the 4th day of February, 2008).

P.L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 25 फरवरी, 2008

का. आ. 605.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 223/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/42/2006-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 605.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 223/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure,

in the Industrial Dispute between the management of Central Bank of India and their workmen, which was received by the Central Government on 25-2-2008.

[No. L-12012/42/2006-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

### ANNEXURE

### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT:

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Thursday the 22nd day of November, 2007/  
1st Agrahayana 1929)

**LD. 223 of 2006**

**Workman** : V. Shajiv Kumar,  
Door No. 2, 1st Floor, R/o Rone  
Complex, Near Malayala  
Manorama, Pathanamthitta  
By Adv. Sri. Manoi R. Nair

**Management** : The Regional Manager,  
Central Bank of India,  
Regional Office, P.B. No. 98,  
Gopal Buildings, Thyvila Road,  
Thiruvananthapuram-695001

By Adv. Sri. E.R. Venkiteswaran

This case coming up for hearing on 22-11-2007, this Tribunal-cum-Labour Court on the same day passed the following:

#### AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act challenging the action of the management in dismissing Shri Shajiv Kumar, Computer Terminal Operator from the service of the bank.

2. Though both sides entered appearance and filed their pleadings when the case came up for evidence the workman and counsel remained absent. Since the worker and counsel are remaining absent continuously there is no other go than to proceed with the case ex parte.

3. The Enquiry Officer is examined as MW 1 and the Enquiry file is marked as Ext. M1. The Enquiry Officer has stated that the enquiry was conducted complying with the principles of natural justice and fair play. The workman was allowed to take the assistance either of a union office bearer or a co-worker. Copies of documents of management were given to the worker on time. Sufficient opportunity was given to the worker to cross examine management witnesses and also to adduce defence evidence. But the worker neither cross examined the

witnesses nor adduced defence evidence. However he participated in the enquiry throughout and raised no objection regarding the conduct of the enquiry. He wanted a lawyer to assist him which could not be allowed as the management representative was neither a law graduate nor a legally trained person. He says that the findings are based on evidence on record. The oral evidence of MW 1 and the documentary evidence of Ext. M1 stand unchallenged. Therefore I hold that the findings are correctly drawn and call for no interference.

In the result, an award is passed finding that the action of the management in dismissing the workman Shri Shajiv Kumar from the service of the bank is legal and justified and the workman is not entitled for any relief. The award will come into force one month after its publication in the official gazette.

(Typed, corrected and passed by me on this the 22nd day of November, 2007).

P. L. NORBERT, Presiding Officer

#### APPENDIX

#### Witness for the management

MW1 22-11-2007 Shri K.P. Krishna Kumar

#### Exhibits for the management

M1 — Copy of Enquiry file

नई दिल्ली, 25 फरवरी, 2008

का. आ. 606.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 72/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2008 को प्राप्त हुआ था।

[सं. एल-17012/27/91-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 606.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/1991) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on 25-2-2008.

[No. L-17012/27/91-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, BANGALORE**

Dated : 7th February 2008

**PRESENT :**

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 72/1991

**I PARTY**

Shri D.S. Rangaraddiyavar, The Senior Divisional  
Residing at Gurlakatta P.O., Manager,  
Kankikoppa, Nargund Life Insurance Corporation  
Taluka, District of India, Post Box No. 16,  
Dharwad Dharwad.

**II PARTY****AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-17012/27/91-IR (B-II) dated 28th October, 1991 for adjudication on the following schedule :

**SCHEDULE**

"Whether the management of Life Insurance Corporation of India is justified in removing Shri D.S. Rangaraddiyavar from service with effect from 21-10-1986? If not to what relief the workman is entitled?"

2. A charge sheet dated 7-05-1984 appears to have been issued to the first party in the following terms :

**"CHARGE SHEET**

1. You procured/caused to be procured the proposal for insurance of Rs. One lakh on the life of late Shri Vasudev Rangappa Jangal, vide proposal No. 1682631 resulted into Policy No. 64227887 of Annigeri Village in Navalgund Taluk of Dharwad District in the month of March 1982 in the agency of Shri G.R. Meti, the then Insurance Agent Code No. 3783631 working under your organization, knowing fully well that the said late Shri Vasudev Rangappa Jangal was uninsurable on account of the following reasons :—

- (a) That late Shri Vasudev Rangappa Jangal was suffering from neurological problems since childhood diagnosed as congenital cerebral palsy which was chronic and incurable;
- (b) That late Shri Vasudev Rangappa Jangal had no property in his name and had therefore no income of his own.

2.(a) That you deliberately and with mala fide intention arranged for the medical examinations of the above late Shri Vasudev Rangappa Jangal with Dr. Prahlad Murthy of Navalgund and Dr. A.S. Yaraguppi of Annigeri both with a limit of Rs. 25,000 each although the services of Dr. N.R. Patil of Annigeri with a limit of Rs. 50,000 were available on the date of medical examination viz. 20-03-1982;

(b) That while replying to the query raised by Dharwad B.O. as to why the services of a doctor with higher limit were not availed of in the present case you falsely represented to the office that the doctor with Rs. 50,000 limit was out of headquarters and as such the party was examined by two doctors with Rs. 25,000 limit each.

(3) That in the moral hazard report submitted by you in the above cited case of late Shri Basudev Rangappa Jangal you have falsely reported that Shri Vasudev did not belong to Hindu undivided family and that the usual state of health of Shri Vasudev was good and his income was Rs. 25,000 p.a. from lands and recommended the proposal for acceptance.

That on the basis of your recommendations/representation the corporation accepted the risk under the said proposal of late Shri Vasudev Rangappa Jangal and issued the policy bond bearing No. 64227887 for Rs. One lakh sum assured and the said policy resulted into an early claim by death of the assured on 13-07-1982.

By your aforesaid actions, you have :

- (i) failed to maintain absolute integrity;
- (ii) failed to serve the corporation honestly and faithfully, and
- (iii) knowingly acted in a manner detrimental to the interest of the corporation and prejudicial to good conduct; and thus, you have hereby committed breach of Regulations 21 & 24 (read with Regulation 39) of LIC of India (Staff) Regulations, 1960 and for which any one or more of the penalties prescribed in Regulation 39 of the said (Staff) Regulations, 1960 can be imposed upon you."

3. A Domestic Enquiry was conducted and on the basis of the enquiry findings holding the first party guilty

of the charges, he was removed from service w.e.f. 21-10-1986. The first party appears to have raised the dispute with the conciliation authority concerned resulting into the present reference proceedings.

4. The case of the first party in his claim statement in brief is that the DE conducted against him was not by the competent authority much less it was conducted in violation of principles of natural justice denying him opportunity to defend himself. He further contended that the enquiry findings stand vitiated on the ground that material witnesses were not examined, no documentary evidence was available and that the enquiry officer accommodated the second party management to conduct the case as it desired; that the findings were also bad as reliance was made on the statements of all the witnesses except the witness by name Shri Ramakrishna Reddy; that there were no supply of LIC of India (Staff) Regulations, 1960 framed thereunder; that the non-production of medical reports of the two doctors who certified the proposal of Vasudev Jangal resulted in miscarriage of justice. The first party also pointed out other grounds challenging the enquiry proceedings as well as the enquiry findings. While, coming to the impugned punishment order he contended that the disciplinary authority was not justified in considering his past service and relying upon the aforesaid vitiated findings and that punishment of dismissal also was disproportionate to the gravity of the misconduct alleged to have been committed by him. Therefore, he requested this tribunal to reinstate him in service with full back wages and all other attended benefits.

5. The management by its counter statement, while narrating the allegations made in the charge sheet contended that a proper and fair enquiry by a competent authority was conducted giving reasonable opportunity to the first party to defend himself during the course of enquiry. Therefore, proceedings of enquiry were in accordance with the principles of natural justice. The management further contended that the enquiry findings were very much based on sufficient and legal oral and documentary evidence and therefore, suffered from no perversity and that the impugned punishment order passed against the first party was justified having regard to the gravity of the charges of misconduct committed by him.

6. Based, on the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal by order dated 4-03-1992 framed the following Preliminary Issue :

“Whether the second party proves that it has held the Domestic Enquiry against the first party workman in accordance with law and natural justice.”

7. During the course of trial of the said issue, the management examined two witnesses including the enquiry officer and got marked two documents at Ex. M1 & M2 (Ex. M1 is the book of enquiry proceedings). The first party also examined himself as witness and it is after hearing the learned counsels for the parties, may learned Predecessor by his order dated 19-5-1999 answered the above said preliminary issue in favour of the management holding that the enquiry conducted against the first party by the second party is fair and proper. Thereupon, counsels for the respective parties appear to have been heard on merits of the case and my learned Predecessor by his award dated 24-8-1999 rejected the reference.

8. Aggrieved by the aforesaid orders on DE issue and the award, the first party approached the Hon'ble High Court in WP No. 47322/2001 and his Lordship of our Hon'ble High Court by order dated 21-02-2006 quashed the impugned award as well as the order on Domestic Enquiry and the matter was remitted back to this tribunal for fresh consideration of the reference in the light of the observations made in the above said order.

9. After the remand parties were notified and they made appearance before this tribunal through respective counsels and the matter came to be posted for evidence for the second party. On 18-07-2006, learned counsel appearing for the second party (hereinafter called the management) filed interlocutory application at IA No. 1 under Section 11 of the ID Act, read with Section 151 CPC requesting this tribunal to dismiss the reference on hand on the ground that the first party who happened to be the Development Officer of the management of LIC of India is not a workman as defined under Section 2(s) of the ID Act, and therefore, this tribunal has got no jurisdiction to adjudicate the reference on hand. The application was resisted on the part of the first party and after having heard both the counsels for the respective parties, this tribunal by order dated 9-02-2007 dismissed the said application with costs of Rs. 1000. Aggrieved by this order the management preferred a Writ Petition No. 5944/2007 and the Hon'ble High Court vide order dated 11-04-2007 dismissed the said Writ Petition. The management then preferred a Writ Appeal No. 1181/2007 challenging the aforesaid order made by the learned Single Judge in the said Writ Petition and that appeal came to be dismissed by the Division Bench of the Hon'ble High Court by order dated 07-08-2007. Thereupon, when the matter was taken up for hearing on 13-03-2007, learned counsel representing the management sought for time to lead evidence in the matter and to that learned counsel representing the first party submitted that second party cannot lead evidence on merits as it has not taken any plea in its counter statement seeking permission of the court to lead evidence if DE held to be unfair. After having perused the counter statement filed by the management, the submission made by the learned counsel for the first

party was found to be correct and therefore, the matter was posted to hear arguments on merits, finally. Then the case underwent several adjournments on the request of the learned counsel for the management and it is on 3-09-2007, he came up with another interlocutory application at IA No. 2 seeking permission of this tribunal to lead fresh evidence to substantiate the charges of misconduct leveled against the first party. This application again came to be opposed on the part of the first party and after having heard and learned counsels representing both the parties, this tribunal by order dated 19-11-2007 dismissed the said application imposing costs of Rs. 2000 upon the management. Then the learned counsel for the management sought adjournment of hearing on the ground that the management has preferred a Writ Petition against the above said order of this tribunal dated 19-11-2007 and the case came to be adjourned awaiting the stay order copy from the Hon'ble High Court. On 16-01-2008, learned counsel for the first party filed a memo along with Xerox copy of the Hon'ble High Court order in WP No. 19950/2007 dated 3-01-2008 where under the writ petition filed by the management challenging the order of this tribunal dated 19-11-2007 was dismissed. On the said date learned counsel for the first party was heard in the matter and learned counsel appearing for the management not being present, the matter came to be posted for his arguments on 21-01-2008 on which date he filed his written arguments.

10. Learned counsel representing the first party in his oral arguments submitted that since the finding of this tribunal giving the finding to the effect that the DE is fair and proper has been set aside by the Hon'ble High Court and since the second party management in the absence of the plea taken in the counter statement to lead fresh evidence to prove the charges of misconduct leveled against the first party, this tribunal has already rejected the request of the management vide order on aforesaid IA No. 2, the charges of misconduct have remained to be proved and in the result, the punishment of removal from service imposed upon the first party survives no more and therefore, the first party is entitled for relief of reinstatement and all other consequential benefits.

11. Learned counsel for the management in his written arguments in the first instance simply repeated the various contentions taken by the management in its counter statement and thereupon gave the details of the progress made in the case and filing of two applications referred to supra. The last contention taken by the management in the said written argument was that if the management had been given an opportunity to lead evidence, as per the directions of the Supreme Court as found in the decisions reported in AIR 2006 SC 92, AIR 2006 SC 2739 the management could have proved the case against the first party justifying the management's action in dismissing him from service.

12. I do not find substance in the aforesaid written arguments submitted on behalf of the management. In the present case as argued for the second party, after the Domestic Enquiry was held to be not fair and proper by the Hon'ble High Court in the aforesaid Written Petition, in the normal course the management would have been given an opportunity to lead fresh evidence to substantiate the charges of misconduct leveled against the first party. However, in the instant case, as argued for the first party there has been no plea taken by the management in its counter statement reserving its right to lead fresh evidence, in case the DE proceedings were held to be not fair and proper. As noted above, the attempt on the part of the management seeking permission of this tribunal to lead fresh evidence vide IA No. 2 referred to supra failed, it approached the Hon'ble High Court in the Writ Petition and as seen above, there also the management could not succeed in the matter. Therefore, as the things stand, when the Domestic Enquiry held against the first party is held to be not fair and proper and the management was handicapped in leading fresh evidence to substantiate the charges of misconduct leveled against the first party in the light of the above said situation, then, the only conclusion to be drawn by this tribunal would be that the aforesaid charges of misconduct leveled against the first party have remained to be proved and in the result, the impugned punishment order passed against him survives no more. The resultant corollary would be his reinstatement in service if he has not attained the age of superannuation.

13. Now, coming to the question of relief of back wages. We have no evidence either on the part of the first party or on the part of the management on the point of gainful employment or otherwise of the first party. The first party did not appear before this tribunal leading evidence on the said point and there was also no attempt on the part of the management to produce any evidence justifying that the first party has been gainfully employed during the period he was away from the service of the management. Therefore, having regard to the latches both on the part of the first party as well as on the part of the management on the above said point, it appears to me that ends of justice will be met, if the first party is directed to be reinstated in service with 50 per cent of the back wages from the date of impugned punishment order till the date of his reinstatement or till the date of his attaining the age of superannuation whichever is earlier with all consequential benefits including benefit of continuity of service. Hence the following award :

#### AWARD

The management is directed to reinstate the first party into its service in case, he has not yet attained the age of superannuation. He shall be paid 50 per cent of the back wages from the date of impugned

punishment order till the date of reinstatement or till the date of his attaining the age of superannuation whichever is earlier with continuity of service and all other consequential benefits. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 7th February, 2008).

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 25 फरवरी, 2008

का. आ. 607.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 53/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2008 को प्राप्त हुआ था।

[सं. एल-12011/31/2006-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 607.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the management of UCO Bank and their workmen, which was received by the Central Government on 25-2-2008.

[No. L-12011/31/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT :

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 53 of 2006

Parties : Employers in relation to the management of UCO Bank and their workmen

#### APPEARANCES :

On behalf of the workman : Mr. B. Prasad, State Secretary, UCO Bank Employees Association

On behalf of the Employees : Mr. Ratan Kumar Chakraborty, Representative of the Management

State : Jharkhand

Industry : Banking

Dated, Dhanbad, the 18th Feb., 2008.

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/31/2006-IR(B-II), dated, the 1st August, 2006.

#### SCHEDULE

“Whether the action of the management of UCO Bank to impose the punishment of dismissal from service vide order dated 22-2-2006 on Shri V. K. Azad is legal and justified? If not, what relief is the disputant concerned entitled to?”

2. In this case both the parties appeared through their authorised representative but only the workman side has filed the Written Statement. Subsequently at the stage of filing Written Statement-cum-rejoinder by the management the representative of the workman by filing a petition has submitted his prayer to pass a ‘No dispute’ Award in this case on the ground that the dispute in question has amicably been resolved and the concerned workman involved in this reference has been reinstated in service. In view of such submission made on behalf of the workman side, the representative of the management raised no objection.

Perused the petition submitted on behalf of the workman and heard both sides.

Since the concerned workman involved in the reference has been reinstated in service and as prayer has been made to pass a ‘No dispute’ Award on behalf of the workman, I do not find any reason to drag on the case for days together. Under such circumstances, a ‘No dispute’ Award is passed in this case presuming non-existence of any industrial dispute between the parties.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 25 फरवरी, 2008

का. आ. 608.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शिपिंग कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/28/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2008 को प्राप्त हुआ था।

[सं. एल-31011/13/2005-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी



New Delhi, the 25th February, 2008

**S.O. 608.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/28/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Shipping Corporation of India and their workmen, which was received by the Central Government on 25-2-2008.

[No. L-31011/13/2005-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT :

Shri A.A. Lad, Presiding Officer

Reference No. CGIT-2/28 of 2006

Employers in relation to the Management of (1)  
Shipping Corporation of India (2) M/s. Electro Mat  
Consultants

- (1) The Chairman-cum-Managing Director  
Shipping Corporation of India  
Shipping House, 245, Madame Cama Road,  
Mumbai-400021
- (2) The Proprietor  
M/s. Electro Mat Consultants  
201, Rachna Apartment, 2nd Floor,  
Babu Jadekar Marg, Bhandup (E),  
Mumbai-400042

V/s.

#### Their Workmen

Shri Mohan Bhaurao Gaikwad  
C/o Shri L.K. Gaikwad  
B-279/3, Government Colony,  
Bandra (E),  
Mumbai-400051

#### Appearances :

For the Employer (1) : Mr. P. Ramaswamy  
Advocate

(2) : Absent

For the Workmen : Absent

Mumbai, dated 24th January, 2008

#### AWARD

The Government of India, Ministry of Labour by  
its Order No. L-31011/13/2005 IR(B-II) dated 24-05-2006

in exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the contract between the contractor and the management of Shipping Corporation of India is sham and bogus and is a camouflage to deprive the workman Shri Mohan Bham Rao Gaikwad from the benefits available to permanent workers of the Shipping Corporation of India ? If so, whether the action of the management of Shipping Corporation of India and its Contractor, Shri R.C. Kundu, Proprietor, M/s. Electro Mat Consultants is proper and justified in terminating the services of Shri Mohan Bham Rao Gaikwad from the services w.e.f. 10-9-2004 ? If not, what relief the workman is entitled to ?”

2. After registering of reference, notices were sent to both parties. Roznama reveals that Management served by Ex. 3 whereas, second party workman served by Ex-5. Again fresh notices were issued looking the absence of both parties. Management was served vide Ex-7, union served vide Ex-9. Management No. 1 filed vakalatnama Ex-10. However nobody appeared for the union or for the concerned workman, though on number of occasions notices served on it.

3. Looking the absence of second party, I conclude that second party is not interested in proceeding with the reference. Hence the order :

#### ORDER

Reference is disposed of for want of prosecution.

Mumbai,  
Dated : 24-1-2008

A.A. LAD, Presiding Officer

नई दिल्ली, 25 फरवरी, 2008

**का. आ. 609.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 497/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2008 को प्राप्त हुआ था।

[सं. एल-22012/259/1994-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th February, 2008

**S.O. 609.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 497/2005) of the Central Government Industrial Tribunal-cum-

Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 25-2-2008.

[No. L-22012/259/94-IR (C-II)]  
AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I.D. No. 497/2005

Registered on : 22-08-2005

Date of Decision : 7-07-2007

Workmen

.....Petitioner

*Versus*

Chairman, BBMB, Chandigarh

....Respondent

#### APPEARANCE

For the Workman : Shri Dhani Ram AR

For the Management : Shri Sandeep Chopra  
Advocate

#### AWARD

The reference which has fallen for the consideration of this Tribunal was received in this office from the Ministry of Labour, Government of India under letter No. L-22012/259/94-IR (C-II) dated 28th Nov., 1994 which reads as under :

"Whether the action of the Management of BBMB in not granting special pay and time bound promotional/revised promotional scales based on PSEB patterns adopted by BBMB (admissible to its regular employees who have put in 9/16 years of service) to its work charged employees is legally just and valid? If not to what relief the work charged workers of BBMB are entitled to and from what date?"

On getting the notice of reference from this Tribunal, the parties appeared through their representatives and filed their respective claims. They also placed on record photocopies of a number of documents and affidavits of their witnesses. Shri Dhani Ram who claimed himself to be the General Secretary of Sundernagar filed his affidavit in support of petition. In addition, the workmen Roop

Lal, Chander Bhan and Satbir Shard also filed their affidavits. They have also appeared in the witness box. The Management examined one Surinder Kumar, as their witness, who proved his affidavit exhibit M-1, besides documents marked as M-2 to M-9.

The claim of the workmen, who have raised this claim through the Unions is that they had raised the demand of parity of pay scales on the pattern of Punjab State Electricity Board, on the ground that the Management had adopted the pay scales of Punjab Electricity Board w.e.f. 1st January, 1986. The Management did not accede to demand of the workmen, therefore, the reference has been made to this Tribunal; that as per the certified standing orders of the workmen have been classified as permanent, according to which a permanent employee is an employee who had been engaged on permanent basis and includes a person who satisfactorily completes probation period of one year, which period, includes the breaks due to sickness, accidents, leave, block outs, strikes etc.; that as per the standing orders of the Management workmen were debarred from getting timebound pay scales. The standing orders to that extent thus were discriminatory. The standing orders were further discriminatory not disallowing time bound pay scales as were allowed to regular employees, after 9/16 year's of service. Thus the standing orders so approved by the competent authority are discriminatory, therefore, the same are required to be quashed. Also for the reasons that the Management accepted and implement 2-C award of 1971, given on 1974 and published in June, 1974 since the day the said award became applicable to the Management project. According to that award the Management was to issue offer of appointment to the seniormost employees of the BCL and their services were deemed to be continues and regular. In view of that also the Management was supposed to give the pay scales, on the pattern of Punjab State Electricity Board, to the workman. The workmen have claimed that they may be given the relief of revision of pay scale w.e.f. 1st January, 1986, on the pattern of PSEB and be allowed promotions on 9/16 years of basis, with continuity in service. They have further claimed that para 2 of the certified standing orders he declares as unconstitutional, as it creates for discrimination between the regular and work charge employee although the nature of duty performed by both the category worker was the same. They have also prayed for grant of arrears to them from 1st January, 1986 in cash after treating their service as continues in terms of Section 25-B of the Act.

The claim of the workman has been opposed by the Management. Their preliminary objections to the maintainability of the claim is that since the applicant Unions are not the recognized Unions by the Management, therefore, they are not entitled to raise the dispute of collective nature, regarding the matters of wages and terms

and conditions of the employment, in the face of letter of Govt. of India bearing No. 17/62/73- B&B dated 1st/9th August, 1973. It is further their claim that the petitioners had earlier also raised the dispute but withdrew the same unilaterally; that since the pay scales, on the pattern of Punjab State Electricity Board have been given to the employees, therefore, the reference is not maintainable; that as per the decision of the Management Board, taken in their 41st and 87th of meeting, held in January, 1974 and 7th May, 1980, the scales of Punjab Government were adopted in the BBMB for regular and work charge employees working in the irrigation wing and those working in the Power Wing were given the Punjab State Electricity Scales. There was difference in the pay scales of Punjab Government and Punjab State Electricity Board; and that of regular and work charge employees. It was only on becoming regular in service that the work charge employees were given scales of regular employee on the pattern of PSEB w.e.f. 1st January, 1988. The Management board decided to remove the disparity by granting uniform pay scales to all its employees in both the wings on the pattern of PSEB and the same have been given effect from 1st January, 1986, the date when those grades were made applicable in the PSEB. The Management adopted the same pattern of pay scales for regular and work charge employees as were followed by the PSEB and the work charge employees got regular scale on becoming regular in service like that was done in the Punjab State Electricity Board. The claim of the workmen is without any merit so as to claim parity in pay scales with the regular employees as they belonged to different class. It is further claimed by them that in Nov., 1988 all the work charge posts were converted into regular and the work charged employees were given option to become regular but some of them did not accept the offer so as to enjoy the benefit of 2 more years of service, which was not available to regular employees.

On merits the claim of the Management is that the work charged employees cannot claim parity of scales with regular employees as they are governed by certified standing orders applicable in the BBMB. Thus they cannot claim the benefit of special pay and 9/16 year's service benefits at par with the regular employees as a matter of right. Their claim of having become regular in view of clause 3(i) and 4 of the certified standing orders is baseless. The workmen have been given revised pay scales in the light letter dated 22nd of June, 1992 on the pattern of Punjab State Electricity Board. They being not at par with the regular employees cannot be given the benefit of special pay and promotions on the basis of 9/16 years of service as it given to regular employees. The Management is not following discriminatory policy towards the work charged employees, therefore, the petitioners are not entitled to any relief. The Management has prayed for rejecting the claim of the petitioners.

Three of the workmen appeared as a witness in support of their claim. They also produced Shri Dhani Ram, General Secretary of one of the Unions in their support. Shri Dhani Ram, in the cross-examination claimed that the regular employees and the work charge employees fall in the same category. In the next breath he admitted that work charge employees are governed by Certified Standing Orders. He admitted that in the offer of appointment exhibit W-13 the word "work charged" has been mentioned. The reading of exhibit W-13 further shows that the workmen were well informed by the said order that they will be engaged as work charge; that they will be governed by the I.D. Act, 1947 and the Certified Standing Orders of the BBMB (Irrigation Wing), and that unit 1 of the Beas Project would be treated as separate unit so as to count their seniority. Shri Dhani Ram in his statement claimed that the pay scales of the work charge employees and the regular employees were the same. The Management put him the question and he replied that the pay scales as shown in the Annexure 2 to W-6 were applicable to work charge employees. He claimed that the benefit of special pay was not given only to regular employees.

Roop Lal, one of the workman, admitted that he was given offer of employment in the work charge cadre; and that he was governed by Certified Standing Orders. On the one hand he claimed that the work charged and regular employees fell in the same category and on the other he admitted that the Civil Service Regulation of Punjab State were applicable to the employees of the regular cadre. He further admitted that he was given option of accepting the regular cadre but he had given a conditional option, therefore, he was not given the regular cadre. He further admitted that as a work charge his age of retirement was 60 whereas the age of retirement of regular cadre was 58. He also admitted that the order exhibit W-6 did not give benefit to work charge employees; and that the benefit of 9/16 years of service was available only to regular employees; whereas the same was given to work charge employees of PSEB. Other two witnesses Satbir Shrad and Chander Bhan, also made similar statements. Shri Chander Bhan, claimed that he had been offered to accept regular cadre provided his age of retirement was raised to 60 and so his offer was conditional. He was, therefore, not given regular cadre; and that he was retired at the age of 60. He contradicted Roop Lal when stated that there is no circular by which the benefit of 9/16 years was available to work charge employees of PSEB.

Shri Surinder Kumar who appeared as witness for the Management deposed that the work charge employees were given the grades of Punjab State till 1st January, 1986. They became the employees of BBMB in terms of award 2-C and were governed by certified standing orders. He further stated that the employees governed by certified

standing orders were given different pay scale to that of the regular cadre employees.

The parties have not disputed that the workmen were governed by the letter exhibit W-6, issued by the additional secretary of BBMB on 26th June, 1992. Para 2 of the said letter indicates that although the revised pay scales which were applicable to the regular cadre employees were applicable to the work charge establishments in the case where the corresponding cadre and unrevised scale of the pay were the same. However, the special pay and time bound promotion/revised promotion scale were allowed only to regular employees after 9/16 years of service and the same were not admissible to the work charge employees.

Here it may be noted that the workmen claiming the benefit of special pay, time bound promotion etc. are work charged employees and benefit sought are not available to them in terms of the letter exhibit W-6. The workmen, in their statements, admitted, that there was a difference between the two categories. The work charged employees superannuated at the age of 60, whereas the regular employees retired at the age of 58. They further admitted that the Management had offered to regularize them in service but they did not give unconditional option for that. They were ready to be absorbed in the regular pay scale provided their age of retirement was raised to 60 years. Therefore, the Management cannot be blamed for not having regularized the workmen and it was due to their own conduct that they could not be put in the regular cadre. The work charge employee wanted both the benefits: the benefits of special pay, promotions as well as their retirement at the age of 60. However, they have failed to justify their claims especially when they were governed by the Certified Standing Orders which did not permit these benefits to them.

The workmen have further claimed that like the engineers they should have been given a revised promotion scale w.e.f. 1st January, 1986. On the pattern of PSEB, without showing as to how they were entitled for that. The employees of BBMB they were governed by Certified Standing Orders and not by the rules applicable to the employees of PSEB, who were governed by different set of rules and not by the Certified Standing Orders of the Management.

The workmen have, therefore, failed to show that the management has denied the claim of regular service to the workmen without any reason. W-13, the offer of employment clearly indicates in para 2 sub para 1, that the service of the work charge employees who were working with BSL was not to be interrupted on their joining the BBMB. The Management further undertook not to impose the service conditions, unfavourable to them, unless by process of law. It was further assured to them that in the event of their retrenchment compensation will

be payable to them according to the provisions of the I.D. Act, 1947; and at that time the service rendered by them in the BCB shall not be taken as interrupted by joining the service with the BBMB. Therefore, the Management took every care of the workmen by assuring them that the earlier service of the workmen was not interrupted and was kept continuous. The workmen have failed to bring to the notice of Tribunal any instance to show that the service of the workmen was interrupted to their detriment.

After going through the pleadings of the parties and the evidence brought on record by them, it is evident that there are two categories of the employees working in the BBMB. One set of employees is governed by CSR of Punjab State with the benefits of pension, gratuity and GPF. The other category of employees is governed by the Certified Standing Orders under which the services are not pensionable, but they get the benefit of Contributory Provident Fund and two years more service as their age of retirement is 60. So both the categories are distinct and different in nature. Hon'ble Supreme Court of India in the case of State of Rajasthan Vs. Kunjiraman, reported as 1997 (1LLM) 139, has held that when the persons employed from two separate and distinctive classes and the rules are framed separately each class it cannot be said that there is a discrimination among the employees. In the present case the regular employees and the work charge employees fell distinct and different class categories and were governed by different set of rules, therefore, the work charge employees, cannot claim all the benefits admissible to the regular employees, who were governed by CSR of Punjab State whereas the work charge employees were governed by certified standing orders of the Management. The apex court has also laid down the law, in the case of Secretary Finance Department and others Vs. W.B. Registration Services Association and others reported being civil appeals No. 2023-2025 of 1990 decided on 20th Feb., 1992 that jurisdiction/job evaluation for fixation of pay/pay equator for post and determination of pay scales is the primary function of the executive and not that of the judiciary. Ordinarily Courts will not enter upon the job evaluation which is generally left to expert bodies like pay commission etc.

In view of that also this Tribunal cannot go into the question of alleged discrimination to different set of employees governed by different set of rules. As is said earlier, the workmen were governed by different set of rules, therefore, they were not entitled to the benefits which were admissible under different set of rules not applicable to them. The workmen have no claim to make for other reasons also. The Management offered to regularize them in service and if they had accepted the offer, they could have been regularized in service and so would have automatically become entitled to the benefits they are not demanding. It seems they got allured by two

more years of service and the benefit of contributory PF so they opted not to get regularized and thereby they forgone the option given to them.

In view of the discussion made above I am of the opinion that the Action of the Management of BBMB in not granting special pay and time bound promotions/ revised promotional scales based on PSEB pattern adopted by BBMB to its work charge employees, was legal and justified clear indication in the rules and the letter of 1992 referred to above by which the rules were made applicable to the employees of BBMB. The workmen were not entitled to the benefits of special pay and time bound promotions, therefore, the workmen are not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 25 फरवरी, 2008

का. आ. 610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 348/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-2-2008 को प्राप्त हुआ था।

[सं. एल-22012/180/एफ/1993-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 610.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 348/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 25-2-2008.

[No. L-22012/180/F/1993-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

CASE I.D. NO : 348/2005

Registered on : 16-8-2005

Date of Decision : 6-7-2007

Ram Pal Mauriya  
S/o Shri Ram Kishore Mauriya,  
1731, Phase-VII, Mohali,  
District Ropar

....Petitioner

*Versus*

The District Manager,  
FCI, Sector-17,  
Punjab National Bank Building,  
Chandigarh

....Respondent

#### APPEARANCE

For the Workman : Shri Hardial Singh Hundal, AR

For the Management : Mr. R. K. Sharma, AR

#### AWARD

The following reference, which was received from Ministry of Labour, Government of India under their No. L-22012/180/F/93-IR (C. II) dated 2nd September, 1993 reads as under :—

“Whether the termination of services of Shri Ram Pal Mauriya is justified? If not, to what relief the workman is entitled to and from what date?”

The reference was registered in this Tribunal and the notices were issued to the parties who appeared through their Representatives and Counsels, from time to time. The workman submitted his claim in the shape of Claim Statement and supported the same with his affidavit. The perusal of the record shows that the Management has not filed their written statement. However, they have put up their case through the affidavit of their witnesses who were changed from time to time and ultimately, who had been given up, except one Shri H. S. Bedi, who appeared as a witness and proved his affidavit. The parties have also placed on record copies of a number of documents. The workman has also appeared as a witness in support of his claim.

As made out by his pleadings the claim of the workman is that he was appointed as Casual worker on daily wages by the District Manager of the Management on 10th Feb., 1987 and was assigned a variety of jobs to do. He served the Management for more than one year till 13th July, 1988 when his services were suddenly terminated although his work and conduct was satisfactory during the period he served the Management. The Management also kept him on daily wages although they had given regular grades to similarly situated persons. When he raised the claim for that the Management terminated his services although he was working against a regular post. The Management had 35 posts of watchmen and 16 that of messengers, one of a typist; that the termination of the services of the workman was bad in law as he was not paid any retrenchment compensation. The Management also violated the provisions of Section

25-G, H & N as they recruited fresh hands without providing opportunity to the workman to work. They retained the juniors of the workman. The Management also neither chargesheeted him nor held any inquiry against him, therefore, did not give him the chance to state his case. He admitted that he had filed a Claim Petition in the High Court, but had withdrawn the same.

The case of the Management is that the workman was engaged on casual basis, to work as Messenger, as and when required. The Management did not require his services after 13th July, 1988, therefore, his services were retrenched after paying him the retrenchment compensation and wages in lieu of notice period. He being engaged as casual worker, could not claim pay scale of regular employees. The recruitment in the Management is done under prescribed rules and the workman could not be regularized on his simple application as eventual selection could hinge upon specific requirement of the Management. The disengagement of the workman was done in accordance with the provisions of the Industrial Disputes Act, 1947 as he was offered the retrenchment compensation and notice pay in lieu of notice, but he refused to receive the same. The Management could not send the cheque to him since the address of the workman was not with them. Admitting that the Management had engaged some worker for the watch and duty but stated that the nature of their duty was entirely different as the workman was engaged as a messenger. Relying upon the judgement of Hon'ble Supreme Court of India in a case reported as AIR 1985 SC 488 it is claimed by them that the workman having served in different establishment could not claim consideration at par with the employees of Punjab Regional Office of the establishment. The reference according to them was also not maintainable since the workman has concealed facts from the Court regarding his approaching the Hon'ble Court by way of writ petition.

The question which has fallen for the consideration of this Tribunal is whether the termination of services of Shri Ram Pal Mauriya, by the Management was justified or not. From the pleadings of the parties it is shown that they are at variance about facts very little. There is no dispute between them that the workman had served the Management and his services were terminated on 13th July, 1988. The Management also did not dispute that the workman by that day had served the Management for more than 1 year. As per their claim, they had given wages for one month in lieu of the notice and the retrenchment compensation to the workman on the day his services were terminated. It further shows that the workman had served the management for more than 240 days on the day his services were terminated. The facts which are disputed by the management are that the workman was not entitled to a regular grade of 750—940 w.e.f. 7th January, 1996. Their claim is that the workman was a casual worker

engaged on need basis and was not a regular employee nor he was engaged against a regular post therefore, he could not claim a regular grade. The question of giving regular grade to the workman is beyond the scope of the reference, therefore, it cannot be considered.

The dispute which requires consideration is the claim of the Management that on the day of terminating the services of the workman the Management had offered him retrenchment compensation as well as the wages for the notice period. The workman has denied that the same were done. On record I find a photo copy of the letter addressed to the workman dated 13th July, 1988, which is shown to have been issued by hand. The photocopy of the cheque, bearing No. 061839 dated 13th July, 1988 which is also on record reads that an amount of Rs. 1350 was paid to Ram Pal Mauriya. On the letter no address of the workman is given. The Management has claimed that since the workman was a casual worker and the Management did not possess his residential address, therefore, the amount of cheque, after having been refused by the workman, could not be sent to him on his residential address through the Postal Authorities. The workman has failed to rebut this claim of the Management by any evidence except by his own statement stating that the amount of compensation was not paid to him by the Management. He said nothing about the non-availability of his residential address with the Management. The Management has supported their claim with the award passed in a similar case by CGIT-cum-Labour Court, Chandigarh, in I. D. No. 106 of 1989. They have claimed that, like in the case, of Bimla Devi, the workman, in that case, they had offered the payment of compensation to the workman but he refused. The Management has however, not produced the witness who had offered the cheque and the notice pay, to the workman nor there is any endorsement on letter to show that the workman had refused to accept the notice and the cheque. But the evidence produced show that the Management had prepared the cheque in favour of the workman which represented the notice pay and the retrenchment compensation. He faintly claimed the benefit of section 25-N of the Act but did not seriously contest the same nor produced any evidence to prove the same. The workman has not shown that the amount so offered was less than the amount due to him as notice pay and the retrenchment compensation. It is to be taken that the amount was correct one. It is generally believed that once the retrenchment compensation is accepted, the workman loses the job permanently because if that thinking generally the compensation offered is refused. The official acts, done in the normal course are presumed to be correct and if a cheque for an amount representing the notice wages and retrenchment compensation, was prepared, it is to be presumed to have been offered to the workman and if it did not reach to him, it may be that the workman himself

had not accepted the same. So far the question, whether the Management had violated the provisions of the law in terminating the service of the workman, is concerned, I am of the opinion that all that what was possible under the I.D. Act, was done by the Management. They had offered the payment of wages, for the notice period and the retrenchment compensation to the workman, before the termination of his services in July 1988. Thus it cannot be said that the termination of the workman was bad in law because of violation of provision Section 25-F of the Act.

The fact, however, remains that the Management did not act appropriately after dispensing with the services of the workman. If the cheque representing the amount of compensation, offered to him, was refused by the workman, they should have made endorsement thereof on the letter in presence of the witnesses. They further failed in their duty to offer the amount of compensation to the workman on the day they appeared in response to the demand notice, before the conciliation officer to prove their bona fide, of having offered the amount of compensation to the workman. They did not do that even when notice from this Tribunal asking them to answer the claim of the workman was given to them. I have accepted their plea that they had offered the amount of compensation to the workman, on the day the services of the workman were disengaged but I feel they further owed the duty towards the workman to have offered the same before the conciliation officer before the Tribunal or should have again sent the cheque to him after they had known about his residential address as given in the Claim Statement. Since the workman has failed to prove that his termination was bad in law, he is not entitled to the relief of quashment of order of his disengagement, but he is definitely entitled to the amount of compensation he was due on the day his services were dispensed with.

In view of the discussion made above I decided the reference against the workman holding that the Management was justified in disengaging him from service as they did not require the same any more. He was, however, entitled, on the day his services were disengaged to the amount of compensation. If he refused to accept the same, he was still entitled to that at least after the day they appeared before the conciliation officer, therefore, I hold that the workman is entitled to the amount of compensation plus interest thereon at the rate of 9% p.a. from 27th January, 1994 when they first appeared in this Tribunal. The award is passed in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 25 फरवरी, 2008

का. आ. 611.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 118/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-2-2008 को प्राप्त हुआ था।

[सं. एल-12011/126/2004-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 611.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 118/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Dhanbad as shown in the Annexure in Industrial Dispute between the management of UCO Bank and their workmen, which was received by the Central Government on 25-2-2008.

[No. L-12011/126/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 118 of 2004

#### PARTIES

Employers in relation to the management of UCO Bank and their workman.

#### APPEARANCES

On behalf of the Workman : Mr. B. Prasad,  
State Secretary,  
UCO Bank Employees  
Association

On behalf of the employers : Mr. Anil Kumar Sinha,  
Law Officer

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 18th February, 2008

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d)

of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/126/2004-IR (B-II) dated, the 9th November, 2004

### SCHEDULE

“Whether the action of the management of UCO Bank, Patna in not regularizing the services of Shri Nani Yadav alias Shri Sanichar Yadav, who has claimed to have been working continuously for more than 20 years in Sono Branch is legal and justified ? If not, what relief the above workman is entitled to ?”

2. In this case both the parties appeared through their authorised representative and filed their respective Written Statement, documents etc. Oral evidence of both sides were also concluded. Finally at the stage of hearing argument the representative of the workman has appeared and submitted to pass a ‘No dispute’ Award in this case on the ground that the dispute in question has been resolved and the concerned workman in this case has been regularised and posted in Jhajha. In view of such submission made on behalf of the workman in his petition no objection has been raised on behalf of the management.

Perused the petition and heard both sides. Since the dispute in question has been resolved and as prayer has been made on behalf of the workman to pass a ‘No dispute’ Award, I do not find any scope to proceed further in this case. Under such circumstances, a ‘No dispute’ Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 612.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/107 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-40012/88/2005-आई आर (डी यू)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 612.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/107 of 2005) Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom

and their workman, which was received by the Central Government on 26-2-2008.

[No. L-40012/88/2005-IR (DU)]  
SURENDRA SINGH, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

### PRESENT

A. A. Lad, Presiding Officer

Reference No. CGIT-2/107 of 2005

Employers in relation to the management of Bharat Sanchar Nigam Ltd., Sindhudurg.

The Telecom District Manager,  
M/s. BSNL,  
Sindhudurg at Sawantwadi,  
Maharashtra State

AND

Their Workmen

Shri Mahesh Ramachandra Ghone  
At & Post Vajrat  
Tal. Vengurla  
Sindhudurg  
Maharashtra State

### APPEARANCES

For the Employer : Mr. S. S. Karkera,  
Advocate

For the Workmen : Mr. J. H. Sawant,  
Advocate

Mumbai, Dated 11th January, 2008

### AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/88/2005/IR(DU) dated 26-9-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Telecom District Manager, Sindhudurg in terminating the services of Shri Mahesh Ramchandra Ghone w.e.f. December 1986 is just and proper ? If not, to what relief the workman is entitled ?”

2. Claim statement is filed by concerned workman at Ex-6 making out case that he joined first party as a Mazdoor w.e.f. 1-6-1985. He worked under the control and supervision of first party. He was attending permanent



nature of work. He was supposed to be regularised by the management. However without assigning any reason, he was not permitted to report on duty w.e.f. 1-1-1987. According to concerned workman, said decision of first party violates principles of natural justice and provisions of Industrial Disputes Act. Without giving notice or offering notice pay or offering retirement compensation, he was prevented from reporting duty. He approached management time and again. Finally by letter dated 3-3-2003 management informed the workman that, he cannot be recruited and regularised since there is ban for recruitment. Even management accepted the services of security guard through contractor and deprived concerned workman to work with it. So he approached ALC (C) Goa and put up his grievances. Those were not settled due to non co-operation from the first party's side and as such, ALC (C) Goa sent failure report on which Central Government, Labour Ministry sent reference here for adjudication. So he prays to declare the action of termination as illegal with direction to first party to reinstate him with full backwages and continuity of services.

3. This is objected by first party by filing reply at Ex-8 making out case that, demand of the second party is hopelessly barred by limitation. It also suffers from delay and laches. Claim of the second party was against Telecom District Manager. Whereas, there is no such an independent body. Even the case made out by second party that, he was prohibited to report on duty w.e.f. 1-1-87 is challenged by them in the Reference in 2005 for which no explanation given as to why demand was made at such later stage. Besides it is contended that, concerned workman was taken on casual basis on project work. As soon as said project work was completed, he was not invited in the employment. It is denied that, he was illegally terminated. Since he was not a permanent employee of the Department and no appointment order was issued to him by selecting him in interview process, he cannot claim permanency. So it is submitted that, claim of second party be rejected.

4. In view of above pleadings, issues were framed at Ex-11 which I answer as follows :

Issues	Findings
(i) Is termination justifiable ?	Does not arise
(ii) Is second party entitled for reinstatement ?	No
(iii) Is second party entitled to any other benefits ?	No
(iv) What order ?	As per order below

#### REASONS

Issue No. 1 :

5. Second party Shri Mahesh Ramchandra Ghone came up with case that, he worked with first party as

Mazdoor w.e.f. 1-6-1985 till 1-1-1987. According to him, he was doing permanent work. Without any reason he was not permitted to report w.e.f. 1-1-1987. Said decision of the first party which discontinued second party w.e.f. 1-1-1987 is illegal, bad in law and not as per the provisions of Industrial Disputes Act. Whereas case of first party is that, he was engaged by Department of Telecom on casual basis on project work. He worked purely on daily wages on short term project. He was not appointed by giving appointment order and not terminated by issuing termination order. To prove that, second party place reliance on his deposition made by him by filing an affidavit in lieu of examination-in-chief Ex-12. However in his cross, he states that, no appointment order was issued by first party. He admits that, he was not terminated by BSNL. Against that, first party place reliance on the evidence of one witness by name S. D. Vajaratkar whose affidavit in lieu of examination-in-chief is filed at Ex-18. Said witness has no knowledge about work done by concerned workman. He has no idea whether second party workman worked on field. On that second party's advocate submitted written arguments at Ex-20 with copy of decision of Bombay High Court given in Writ Petition No. 2000 of 2000 whereas, first party place reliance on arguments submitted at Ex-21.

6. The learned Advocate for second party place reliance on decision of Hon'ble High Court given in Writ Petition No. 2000 of 2000. In that case, workman involved by name Kotekar claimed that, he worked for more than 240 days and he secured permanency which was upheld by Tribunal. And Tribunal observed first party has not complied the provisions of section 25 F before terminating said workman and granted reinstatement but without backwages when he worked for 240 days. Said was challenged by Kotekar for not granting backwages and while deciding that, Hon'ble High Court Bombay observed, though concerned workman did not work for that period, and though he cannot get backwages, he is entitled to get benefit of continuity of service. Whereas in our case, there is no claim of this workman that, he worked for more than 240 days and he was appointed by first party. The case of the first party is that, concerned workman was appointed on site project and without any appointment order. Even no evidence is produce by second party to prove that, he has completed 240 days as happened in case of Kotekar to attract protection under Section 25-F. Even no that type of case is made out by concerned workman to attract the protection given in case of Kotekar to benefit him. As per this case, he joined first party from 1-6-1985 and was estopped in reporting from 1-1-1987. No details are given about his working days with first party between 1-6-1985 to 1-1-1987. At the most said period may be of one and half year but it is not mentioned and claimed by the concerned workman that, he worked continuously and he completed 240 days and worked on

permanent post. In such case, burden is on workman to prove he worked for more than 240 days. Said is not proved as observed in Hon'ble Madras High Court published in 2007 III LLJ 652. So the work done by concerned workman appears to be work of casual nature and that too on short term project work. Said is not denied by concerned workman. So when concerned workman is not attracting the protection of Section 25 F, I am of the opinion that, first party is not supposed to comply the provisions of Industrial Disputes Act. When he was not appointed to qualify him for the protection of provisions of Industrial Disputes Act, the estoppel of second party by first party in not calling him in the employment cannot be termed as a termination under Section 2 (oo) as observed by Hon'ble Bombay High Court in case of Kotekar. When concerned workman has not attracted protection given under Section 25-F, in my considered view, the so-called termination cannot be tested here in the terms of legal term and as such I conclude that, question of terminating such employee does not arise. Hence, I answer this issue to that effect.

#### Issue Nos. 2 & 3 :

7. Second party claimed reinstatement with backwages and continuity of service. But here concerned workman unable to establish that, he was terminated illegally and entitled to reinstatement. When he unable to establish that, he was terminated illegally, question of setting aside said order with relief of reinstatement with backwages or with any other relief does not arise. Besides, delay which occurred in raising dispute is not explained by concerned workman. No doubt there is no limitation in raising dispute. However when employee like this was appointed on daily wages, cannot raise dispute about his termination as per his convenience and after such long period. Besides Apex Court while deciding Civil Appeal No. 3595-3612 of 1999 published in 2006 (I) SC Services Law Judgments page 480 between Secretary, State of Karnataka & Ors. V/s. Umadevi & Ors. observed that, daily wager appointed temporarily cannot claim permanency in the Government post.

8. So if we consider all these, and case made out by both, I conclude that, reference of second party deserves to be rejected. Hence the order :

#### ORDER

Reference is rejected with no order as to cost.

Date : 11-1-2008 A. A. LAD, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल सोईल सेलिनिटी रिसर्च इंस्टिट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1085/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-42012/40/1993-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1085/2005) Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Soil Salinity Research Institute and their workman, which was received by the Central Government on 26-2-2008.

[No. L-42012/40/1993-IR (DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I.D. No : 1085/2005

Registered on : 21-9-2005

Date of Decision : 14-7-2007

Gopal Rai,  
S/o Shri Siphai Rai,  
Model Town,  
House No. 231 L,  
Karnal

.....Petitioner

*Versus*

The Director, CSSRI, Karnal

.....Respondent

#### APPEARANCES

For the Workman : Shri R. P. Rana,  
Advocate

For the Management : Shri R. K. Sharma,  
Advocate

#### AWARD

Vide their order No. L-42012/40/1993-IR(DU) dated 12/17th August, 1994, Ministry of Labour, Government of India referred the following dispute for the adjudication of this Tribunal :—

“Whether the action of the management of Central Soil Salinity Research Institute, Karnal in terminating the services of Shri Gopal Rai, Casual Worker w.e.f. 1st April, 1988 is legal and justified ? If not, what relief he is entitled to and from what date ?”

The notice of the reference was given to the parties who appeared through their Counsel and filed their respective claims in the form of Claim Statement, reply to the Claim Statement, replication, the workman's affidavit. The Management has also filed the affidavit of Shri Rounak Ram, their Assistant Administrative Officer in support of their claim besides that of Shri Tej Ram, Assistant Administrative Officer.

It is on record that before the proceedings of the case could advance the Management filed an application for permission to amend their Written Statement. They also filed affidavit of Shri R. C. Meena, Senior Administrative Officer in support of their claim. The workman appeared as a witness whereas the Management examined S/Shri Tej Ram and R. C. Meena as their witnesses. At the request of the Management they were allowed to amend their Written Petition and incorporate the plea that since the Management is not an Industry, the present reference is not maintainable and this Tribunal has no jurisdiction to adjudicate upon the said reference.

The claim of the workman is that he had joined service with the Management on daily wages basis in the year 1982 and he served them upto 31st Dec., 1990. The Management, all of a sudden refused the employment to the workman on 1st January, 1991; that he had joined the service with the Management on being sponsored by the employment exchange. He was, however, paid small amount as daily wages although he performed the same job, which permanent Class IV employees of the Management performed as Peon, Beldar and Chowkidar. He repeatedly represented for being regularized in service. Though he was interviewed, but was not adjusted on regular basis. He had served the Management for 240 days in more than one year especially in the year 1988-89 and 1990. Before terminating the services, the Management neither gave him the notice nor conveyed the reasons to terminate his services; that the workman along with co-workers approached the CAT, but since there was a question of disputed facts, therefore, he withdrew the petition. The workman claims the relief on the ground that the Management being a limb of Indian Council of Agriculture research is an Industry and the workman having served them for 240 days in a year deserves his regularization and could not be terminated without following the provisions of I.D. Act, 1947 to be called "Act" in short. The Management acted in an arbitrary manner with colorable exercise of their powers and favouritism in selecting those who were related to the officers of the Management, ignoring the claim of those who had joined the service through the Employment Exchange. Rebutting the claim of the Management in anticipation, it is further stated by him that the instructions of Government of India, to get the work done through the contractor, were not applicable to the workman since the

same were effective from 1st April, 1988 and since the workman had served the Management for 240 days, therefore, the termination of his services was violative of the Provisions of the Act. He has further claimed that during the conciliation proceedings the Management maintained a stubborn attitude and did not offer an employment to the workman stating that they get work done through the contractor, therefore, no work was available for which the workman can be engaged.

The Management in their reply has claimed that from 1st April, 1988, the Management had introduced a contractual system for getting the work done and obtained certificate of registration, therefore, there was no question of engaging the workman for any labour work. They have further claimed that the petition is time barred having no cause of action or locus standi. It is also claimed by them that the workman is estopped, by his own conduct, to prosecute the present petition. It is also claimed that the Management is not an Industry, therefore, also the reference is bad and this Tribunal does not possess the jurisdiction to decide the issue.

On merits it is stated by them that the workman had never worked for the Management after 1st January, 1988. The Management has destroyed the muster rolls/attendance rolls pertaining to the earlier period as a follow up the decision taken by the committee on 31st Dec., 1986. It was the contractor who enjoyed control over his labour and the Management did not have any direct concern with them. Relying upon the judgement of Punjab and Haryana High Court, in the case of National Fertilizer Ltd. Vs. Presiding Officer and others, reported as 1990(3) Recent Judgements, 276, it is claimed by the Management that, so as to declare a workman as the employee of the Management the Tribunal should apply the test of whether the worker engaged produced goods or services and the services were so required for carrying on the business; and whether the Management had economic control over the workers; the the workman was not the employee of the Management so is not entitled to any relief; that the Management though an autonomous body, but followed the rules of Government of India and they were bound by the same so as to make appointments. It is on record that the workman was called for an interview, but was not selected having not come within the criteria fixed. They denied that the workman had served in the year 1989 and 1990 for 240 days. They further denied that they had terminated the services of the workman. Since the work had been allotted to the contractors, so it was his duty to engage the labour. They further denied that the Management had ever asked the workman on 1st January, 1991 that they have no work for him nor they employed any other workman after 1st April, 1988. They have further denied that they had terminated the services of the workman or had employed workmen after 1st April, 1988. They further denied the other contentions of the

workman and submitted that the claim of the workman may be dismissed with costs.

In his replication the workman did not raise any new claim. He claimed that the workman was working with the management till the introduction of contractual system and by then he had put in more than 240 days service, therefore, his services could not be terminated. He denied that he was a valid contractor or had worked under the contractor till his termination. He was rather getting salary from the Management and no contractor intervened in their relationship. Claiming that he along with other retrenched workers had approached the CAT through an original application he stated that the same was withdrawn later on. The workman had vigorously followed his case so there was no question of his claim having been barred by his limitation. He further disputed the application of principle of estoppel against him and stated that the workman had served the Management during his youth and now they cannot ignore that fact. He claimed that he had been engaged through employment exchange and the Management has to explain as to how they continued taking service from him along with others, till 31st Dec., 1990. He disputed the claim of the Management that they did not possess the muster-rolls from the year 1987 to 1990. As per their own saying they had destroyed the record only for the period up to 1986. The fact that the Management has failed to disclose the name of the contractor who had worked for them, he has further claimed that in view of the judgement of Hon'ble Supreme Court reported as 1992(4) SLR 770 with title *State of Haryana Vs. Piara Singh and others*, the workman had the right of consideration for regularization, having served the Management for a long time. The Management, therefore, violated the provisions of the Act and disengaged the services of those who had served the Management for 18 years and above. He further claimed that he was entitled to know the reasons for his disengagement; and the Management has the posts of Chowkidars, Peons, Sweepers and etc. in Class IV category and the workman is ready to work on any other post.

I have gone through the file and have also considered the submissions made by the counsel for the parties.

The Management has raised a number of preliminary objections to the maintainability of the reference. It is their claim that the claim made is barred by limitation; that the workman has no cause of action to maintain the same; that the workman is estopped to raise the claim by his own conduct; that the workman has no locus standi to file the present claim. They have further claimed that since there existed no relationship of employer and employee between the parties and the management had introduced the contractual system w.e.f. 1st of April, 1988, therefore, the dispute is not maintainable. The last preliminary objection raised by

them is that the Management is not an industry since it carries on the activity of research in a systematic manner. It is not engaged in the work of trade and business nor it is engaged in the production or distribution of services to satisfy the human wants and wishes. According to them they are engaged in the research work so are not an industry.

I have considered the preliminary objections raised. After going through the record of the file I feel that the Management has not seriously contested the preliminary objections. They have not produced any evidence to show that the claim of the workman is barred by limitation or he has no cause of action to maintain the reference. To me the preliminary objections are misplaced as the Tribunal is adjudicating upon this reference as is desired by the Appropriate Government and not on the asking of the workman. Whether there existed the relationship of employee and employer between the parties or whether the workman has the cause of action to maintain his claim, are the questions which are interwoven with the question of termination of services of the workman. So shall get decided automatically by the answer to the reference.

As regards the question, whether the Management is an industry or not, I feel the plea taken by the Management is without any merit. The answer to the plea of the Management is contained in the famous judgement of Hon'ble Supreme Court of India in the case "*Bangalore Water Supply and Sewerage Board versus A Rajappa*" reported as 1978 Lab IC 778". The seven judges bench ruled that "Industry" means an establishment where there is a (i) systematic activity, (ii) organized by the co-operation between employer and employee, (iii) for production and/or distribution of goods and services calculated to satisfy human wants and wishes. Absence of profit motive or gainful objective is irrelevant, be the venture in public, joint, private or other sector. The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations. According to their Lordships Professions, clubs, education institutions, co-operatives, research institutes, charitable projects and other kindred adventures, if fulfilled the triple tests cannot be exempted from the scope of 'Industry'. Applying these tests it cannot be said that the Management is not an industry. In their own pleadings the Management admitted that they were engaged in research work and that they followed their pursuit with the help of Research Scholars and the labourers. Their stand that they are not engaged in commercial activity is of no consequence, in the face of the Judgement referred to above. The preliminary objections raised by the Management are therefore, of no merit and are rejected.

The question which now requires consideration is whether the Management of Central Soil Salinity Research

Institute, Karnal had terminated the services of Shri Gopal Rai, casual worker w.e.f. 1st of April, 1988 and if so whether their action was legal and justified. If not what relief the workman is entitled to and from what date. The Management in reply to the claim of the workman stated that the workman had not worked with the Management after 1st of January, 1988 and after 1st of April, 1988 the labour work used to be given to different contractors. They made evasive reply to the claim of the workman that he had continuously worked for the Management upto 31st of Dec., 1990. They only claimed that the workman had not worked for them after 1st of January, 1988. What about the earlier period till 31st of Dec., 1987. The workman produced Shri Tej Ram Assistant Administrative Officer of the Management as his witness who produced the Muster-roll and other record and stated that as per record the workman had worked for the Management on days as shown in statement exhibit W1. As per this document the workman had served the Management upto March, 1988. Counting backward he worked for the Management 26 days in March, 1988, 19 days in Feb., 1988, 26 days in January, 1988, 26 days in November, 1987, 23 days in Oct., 1987, 17 days in Sept., 87, 17 days in July, 87, 21 days in June, 1987, 22 days in May, 87, 20 days in April, 1987 i.e. for 217 days in total. The workman has not produced any evidence to belie this claim of the Management and to prove that he had served the Management for 240 days 12 months preceding the date of termination of his services on 1st April, 1988 as is claimed by him in his pleadings. The workman has thus failed to show that he was entitled to the protection as envisaged by Section 25-F of the Act.

Mr. R. C. Meena who appeared as witness for the Management in his statement admitted that the workman was not given notice before changing his service conditions. The Management made evasive reply to the claim of the workman that before terminating his services the Management had not given him notice showing the reasons for terminating his services. There is also no evidence on record to show that the Management had paid retrenchment compensation to the workman before terminating his services or had paid the wages for the notice period. The Management therefore, did not comply with the provisions of section 25-F of the Act but they were not supposed to comply with the same for the reason that the workman had not worked for the Management for 240 days before the termination of his services w.e.f. 1st April, 1988. The disengagement of the workman was, therefore, legal and justified. The workman is entitled to no relief. The reference is answered against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 614.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इण्डियन इम्यूनोलॉजिकल्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 29/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-42012/43/96-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad (Ref. No. 29/97) as shown in the Annexure in Industrial Dispute between the employers to the management of M/s Indian Immunologicals and their workman, which was received by the Central Government on 26-2-2008.

[No. L-42012/43/96-IR (DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE EMPLOYEES INSURANCE COURT, INDUSTRIAL TRIBUNAL-I, HYDERABAD

#### PRESENT :

Shri T. Anand, M.A., LL.B., Chairman (FAC)

Dated the 9th January, 2008

I.D. No. 29/97

#### Between :

Indian Immunologicals Employees Union,  
Rakshapuram, Gachibowli,  
Hyderabad-133,  
Rep. By its General Secretary,  
E. Malla Reddy.

... Petitioner

#### AND

M/s Indian Immunologicals,  
Rakshapuram, Gachibowli,  
Hyderabad-133,  
Rep. By its Assistant Manager.

... Respondent

This Industrial Dispute is coming on before me for final hearing on 23-11-2007, upon persuing the petition, counter and other material papers on record and upon hearing the arguments of Sri. G. V. Sagar, Advocate for the petitioner and Sri. P. Nageshwar Sree, Advocate for the respondent, and the matter having stood over

for consideration, till this date, this court passed the following :—

### AWARD

1. The Government of India, Ministry of Labour, vide its order dated 30-5-1997 referred the following dispute under Section 10(1)(d) and 2-A of the Industrial Disputes Act, 1947 between the management of India Immunologicals, Hyderabad and Sri A.V. Dass, workman to this Tribunal for adjudication.

### SCHEDULE

“Whether the action of the management of India Immunologicals, Hyderabad in imposing the penalty of withholding one increment for a period of three years of Shri A.V. Dass, Jr. Technician is legal and justified ? If not, to what relief the workman is entitled ?”

2. Both parties made appearance in this Tribunal and filed claim statement and counter.

3. Claim petition filed by the petitioner union is to the following effect; The petitioner is a registered Trade Union having registered under Trade Unions Act bearing No. A-1259. The majority of the employees working in Indian Immunologicals are members of the petitioner union (herein after referred to as union). The union has taken up the issue with regard to the imposition of punishment on A.V. Dass, Jr. Technician, who is a member of the union. The conciliation proceedings initiated by the union ended in failure on 31-5-1995 and a failure report was submitted by Assistant Commissioner of Labour (Central). The Government of India was pleased to refer the dispute for adjudication. Sri A.V. Dass herein after called as a workman, is working in the second shift in the company. On 4-2-1994 while he was entering into the main gate he noticed that six sticks used for erection of hunger strike tents were removed and missing from the company's premises. When the workman made enquiries with the security officer, the Security Officer used un-parliamentary language against the workman. Thereafter the workman was issued charge sheet dt. 5/7-2-1994 alleging that he acted in a disorderly manner subversive to the discipline of the establishment by using abusive un-parliamentary language repeatedly against the security officer and the same attracted Clause 25(1), 25(9) of Certified Standing Orders. He was placed under suspension pending disciplinary enquiry. The workman submitted detailed explanation. Then enquiry was ordered into the charges framed against him. The union has made a representation on 30-4-1994. However the suspension is not revoked. The enquiry officer conducted a fare enquiry and on the basis of report submitted by the enquiry officer the workman was issued with show cause notice dt. 17/8-1994 proposing to impose punishment of stoppage of one increment for a period of three years, for

which the workman submitted detailed explanation. But without considering his explanation the punishment of stoppage of one increment for a period of three years were confirmed by proceedings dt. 5-9-1994. Further it is also ordered that for the period of suspension, the workman is not entitled for any additional remuneration over and above the subsistence allowance. The union raised conciliation proceedings vide letter dt. 27-7-1994 with regard to arbitrary suspension order issued by the management. Subsequently by order dt. 7-11-94, the union has raised another conciliation proceedings challenging the imposition of punishment on the workman. The conciliation proceedings ended in failure. The charges framed against the workman are wholly false, incorrect and fabricated with mala fide intention to harass and humiliate the loyal worker of the trade union. The management, instead of taking action against the security personnel who are responsible for destruction of union property, had issued charge sheet and placed the workman under suspension on concocted charges. Hence the entire proceedings initiated by the management are wholly illegal, mala fide and arbitrary. The Assistant Manager (P&A) who has issued the charge sheet is not the disciplinary authority notified by the management. The charge-sheet issued by the Assistant Manager (P&A) is without any power or authority. On that ground alone the proceedings are liable to be set aside. The workman was denied reasonable opportunity to defend his case in the enquiry. He was also denied the benefit of defending himself through an Advocate in the enquiry. The enquiry proceedings have been conducted in gross violation of principles of natural justice, fair play, rules of the company. Thus the enquiry is vitiated. The enquiry officer conducted the enquiry in a biased manner. He has taken up the role of management during the enquiry. No opportunity was given for the workman for examining the witness in support of the management. The enquiry was conducted ex parte without giving opportunity to the workman. M.W-2 who was examined in support of the charges does not know Telgu, but his statement was recorded in Telugu. No reasons are assigned for imposing the punishment of stoppage of increment for three years on 5-9-1994. It is therefore prayed to set aside the punishment by directing the respondent/management to release increments to the workman with all consequential benefits.

4. The respondent filed counter contending as follows; The petition is not maintainable either on facts or in Law. The allegations made in the claim statement are neither true nor correct. Certain grave and serious misconduct were alleged against the petitioner. As such the petitioner was issued with charge sheet dt. 5/7-2/1994. It is alleged that on 4-2-1994 at about 8-15- A.M., the petitioner entered the main gate and abused security guards with un-parliamentary language and acted

disorderly manner, subversive to the discipline of the establishment and the said act constitute willful disobedience of any lawful and reasonable orders of the superiors, in terms of clause 25 (1) and (9) of the Indian Immunologicals Certified Standing Orders. The petitioner submitted his explanation to the charge sheet vide explanation dt. 8-2-1994. But the same found to be not satisfactory. But to give the petitioner a fair and reasonable opportunity to defend his case, the management decided to conduct domestic enquiry into the charges levelled against the petitioner. Accordingly notice of enquiry issued to the petitioner. The enquiry was conducted in accordance with principles of natural justice. The petitioner raised untenable and irrelevant objections and refused to participate in the enquiry after attending on few occasions. The enquiry officer had to proceed with the enquiry in the absence of the petitioner. The findings of the enquiry officer are also made available to the petitioner. Basing on the gravity and seriousness of the proved misconducts, the respondent issued show cause notice to the petitioner calling upon his reply. The petitioner was also informed as to why the proposed punishment of stoppage of increment for a period of 3 years should not be imposed. The petitioner submitted explanation by raising false and untenable contentions. The punishment imposed on the petitioner is legal, valid, bonafide and justified. The allegation that the security officer used unparliamentary language against the workman is false. The contention of the petitioner that the Assistant Manager (P&A) who issued the charge sheet is not disciplinary authority notified by the management is incorrect. In fact he is the competent person to initiate disciplinary action against the workman as per the certified standing orders. As the management representative is not an Advocate or legally trained person, question of petitioner engaging an Advocate in the enquiry does not arise. The validity of the domestic enquiry is questioned on the ground that the enquiry officer acted in a biased manner. Therefore prayed to declare the punishment imposed by the management legally valid and justified by dismissing the petition.

5. The then Chairman of Industrial Tribunal-I passed an order on 23-4-1998 holding that the domestic enquiry conducted by the enquiry officer is valid with a rider permitting the workman to cross-examine the management witness and also examine himself. The management preferred W.P. No. 2700/98 challenging the said order. The Hon'ble Sri Justice R. Subhash Reddy while disposing of the said writ petition held as follow :

"In a case, where it is found that the domestic enquiry conducted is not in accordance with the procedure, a further opportunity can be given to lead evidence. But in the instant case, having recorded the finding that the workman is only a junior technician and the punishment was awarded

by the correct authority and having upheld the validity of the domestic enquiry, it is not open for the Tribunal below to grant permission to the second respondent-union to cross-examine the management witness and to examine himself as a witness in the I.D. Therefore, the said direction is illegal."

And the Writ Petition was allowed holding that the order under challenge to the extent of permitting the second respondent to cross-examine the management witness and to examine himself further before the Tribunal is set aside.

6. During the enquiry, the petitioner got examined himself as WW-1. Ex. W-1 to Ex. W-12 are marked. On management side MW-I was examined Ex. M-1 to Ex. M-25 are marked.

7. Heard both sides.

8. The point for consideration is :

"Whether the action of the management of Indian Immunologicals, Hyderabad in imposing the penalty of withholding one increment for a period of three years to Shri A.V. Dass, Jr. Technician is legal and justified ? If not, to what relief the workman is entitled ?"

9. The petitioner who was examined as WW-1 deposed that during the first date of enquiry before the enquiry officer he requested the management to supply some documents namely resolution No. 230 and 278 of the Board of Directors with regard to the powers given to certain officers as disciplinary authority. It is further stated that though the management agreed to supply the documents before the enquiry officer. Subsequently refused to supply the documents on the ground that they are confidential documents. According to WW-1 since the documents are not supplied he gave an application stating that he would participate in the enquiry only when the documents supplied to him. Ex. W-3 is a letter dt. 13-6-1994 requesting the enquiry officer to see that the documents are supplied to the petitioner union. Ex. W-2 is letter dt. 30-4-1994 by the union to the Chief Executive praying to withdraw suspension order. Ex. W-5 is a letter dt. 27-7-1994 written by President of petitioner union to the Regional Commissioner of Labour about the arbitrary suspension of the workman. The enquiry officer did not respond to the application seeking supply of documents and continued ex parte enquiry. Ex. W-6 is the minutes of discussion held on 12-9-1994 in the presence of the conciliation officer. Ex. W-7 is the copy of grounds of appeal preferred by the union to the Chief Executive against the order of punishment imposed by Assistant Manager (P&A). But the Chief Executive without giving opportunity of personal hearing as per the standing orders, disposed off the appeal. Ex. W-8 is the application before



Regional Labour Commissioner seeking stay of the punishment. The contention of the petitioner that the enquiry officer is not competent to hold enquiry and the officer who issued charge sheet is also not competent to do so as per the certified standing orders.

10. M.W-1 deposed that Sri A.V. Dass, the workman participated in the enquiry along with defence representative on two or three occasions and later they boycotted the enquiry. It is admitted by MW-1 that the workman asked for two resolution passed by the management, but the enquiry officer held that they are not relevant for the enquiry. The said resolutions are marked as Ex. M-23 and Ex. M-24 through MW-1 Ex. M-18 is the copy of certified standing orders of the company. According to M.W-1 the Assistant Manager (Personnel) is disciplinary authority for Junior Technicians as per standing orders and as per Ex. M-19 delegation of powers. He admitted that the union filed an appeal against certain clauses before the Central Labour Commissioner, but the delegation of powers is not subject matter of the said appeal. According to MW-1 Ex. M-19 delegation of powers is annexed to the Standing Orders. It is contended that the delegation of powers remained valid as on date of the enquiry conducted against Mr. Dass. MW-1 produced copy of the certified standing orders to which delegation of powers statement is attached. It is admitted that the resolution sought by the workman is attached. It is admitted that the resolutions sought by the workman in Ex. W-3 was not supplied. It is in the evidence of MW-1 that the appeal by the workman was rejected in Ex. W-11 dt. 1-10-1994.

11. The enquiry conducted by the enquiry officer held to be valid. The main contention of the petitioner union is that the Assistant Manager (Personnel), who issued charge sheet, is not competent to do so, as he is not the appointing authority as per the certified standing orders of the respondent company. Therefore the enquiry is vitiated. In the cross-examination WW-1 categorically admitted that the respondent company has issued certified standing orders as evidenced by Ex. M-18. But according to WW-1 the standing orders were not certified by the competent officer as on the date of incident in question. But again stated that the standing orders might have been certified in 1992 as suggested. But they preferred an appeal to the Deputy Commissioner of Labour, Central New Delhi and sought for some modifications, and that the said appeal was allowed modifying certain clauses. It is admitted fact that the company passed resolutions 230 and 278 mentioning the names of the Assistant Manager who are designated as disciplinary authority. It is not in dispute that Mr. A. V. Dass workman is Junior Technician. It is admitted by WW-1 that the Assistant Manager is the disciplinary authority as per the standing orders. But according to him the resolution refers to Mr. Sudhakar, Assistant Manager (Personnel) as disciplinary authority.

It is admitted by WW-1 one B.V.L.N. Verma the Assistant Manager (P&A) served chargesheet upon the workman. he says that the General Manager is the appellate authority for the Junior Technicians. But the management committee can nominate any person also as appellate authority as per the standing orders. Though WW-1 deposed that they gave representation to the Regional Labour Commissioner Central that the management is violating the standing orders and the said Commissioner gave notice to the company, no such notice was filed. WW-1 categorically admitted there are no other orders setting aside the delegation of powers given under the certified standing orders. WW-1 deposed that he does not know whether the Assistant Manager (P&A) is competent to serve a charge sheet and to pass final orders. In Ex. W-3 dt. 13-6-1994 it is clearly mentioned by the petitioner union that the management representative have produced resolution No. 230 and 278 of the management committee, wherein it was mentioned that Assistant Manager (P&A) in the name of Mr. R. Sudhakar. It is admitted fact that the charge sheeted workman was placed under suspension by B.V.L.N. Verma, Assistant Manager (P&A). Ex. M-18 certified standing orders clearly shows that the disciplinary authority for Junior Technicians is Assistant Manager (P&A) or Manager as notified under Factories Act or General Manager as appointing authority. Ex. M-19 is the chart showing the delegation of powers. Ex. M-21 is dt. 5-9-94 where under Assistant Manager (P&A) imposed penalty of stoppage of increment. Ex. M-22 is order of Deputy Chief Labour Commissioner is appellate authority under standing orders. Ex. M-23 is a resolution which says that A.V.S. Reddy Manager is authorized to act on behalf of respondent for the purpose of Model Standing Orders and it is resolved that the actions taken by the respondent in respect of any workman so far hereby ratified and approved. It is also stated in the said resolution that Sudhakar, Assistant Manager (P&A) is authorized to represent and act on behalf of the respondent for the purpose of Model Standing Orders and have powers to appoint any workman and to initiate any disciplinary action, to conduct enquiry and to suspend any workman and to impose any punishment. Ex. M-24 is another resolution dt. 11-7-1990 resolving C.B. Raju, Deputy Manager to act as employer for the purpose of standing orders and empower to appoint any workman, to initiate any disciplinary action, to conduct enquiry, to suspend any workman and terminating the services of the workman. As per Ex. M-25 certified standing orders it cannot be said that Assistant Manager (P&A) is not the competent authority to issue charge sheet and to impose punishment. Admittedly in the instant case charge sheet was issued by Assistant Manager (P&A) who was delegated with powers of appointing authority for the Junior Technicians. Though appeal was preferred by the union against certain clauses of standing orders the delegation of power clause is not an issue in the said



appeal as evidenced by Ex. M-24 and Ex. M-25. So the contention of the petitioner union that they challenged the delegation of power clause of certified standing orders by way of appeal cannot be accepted. Hence I am of the view that the Assistant Manager (P&A) is competent authority to impose punishment.

12. The evidence shows that the workman appeared before the enquiry officer for two or three occasions and thereby failed to attend the enquiry on the ground that the resolution copies were not furnished. I am of the view that non-supply of resolution copies to the workman do not vitiate the enquiry proceedings and it is also held that the domestic enquiry conducted by the enquiry officer is valid. The management has proved by evidence that certified standing orders were valid. And there is no violation of any clause of certified standing orders. The petitioner failed to show that the Assistant Manager (P&A) is not competent authority to issued charge sheet and to impose punishment. Hence the petition is dismissed.

13. In the result Award is passed holding that the action of the management of Indian Immunologicals, Hyderabad in imposing the penalty of withholding one increment for a period of three years to Sri A. V. Dass, Jr. Technician is legal and justified. The reference is answered accordingly. No costs.

Dictated to the stenographer, transcribed by her, corrected by me and pronounced in the Open Court on 9th day of January, 2008.

T. ANAND, Chairman (FAC)

#### APPENDIX OF EVIDENCE

##### Witnesses examined for the Petitioner :

WW1 : E. Malle Reddy

##### Witness examined for the Respondent :

RW1 : D. Venkateshwara Reddy

##### Documents marked for the Petitioner :

Ex-W1 : Representation dt. 16-3-94 submitted by (By con- the petitioner sent).

Ex-W2 : Letter dt. 30-4-94 sent by the union to the Management.

Ex.-W3 : Letter of General Secretary/Co-workman dated 13-6-94 submitted before the enquiry officer.

Ex.-W4 : Letter of General Secretary/Co-workman dated 4-7-94 submitted before the enquiry officer.

Ex.-W5 : Letter dt. 27-7-94 submitted by the union to the Regional Commissioner of Labour (Central) Hyderabad.

Ex.-W6 : Minutes of conciliation dated 12-9-94.

Ex.-W7 : Representation dated 20-9-94 submitted by the petitioner to the management.

Ex.-W8 : Representation dated 7-11-94 submitted by the union RLC/Hyd.

Ex.-W9 : Minutes of Conciliation proceedings held on 31-5-95.

Ex.-W10 : Failure report by ALC(C)-I, Hyderabad.

Ex.-W11 : Order of the Appellate Authority dated 1-10-1994.

Ex.-W12 : Application dated 7-11-1994 submitted by the General Secretary to the Regional Labour Commissioner.

##### Documents marked for the Respondent

Ex.-M1 : Charge sheet-cum-suspension order dated 7-2-1994.

Ex.-M2 : Letter of explanation dated 8-2-1994 submitted by the Petitioner.

Ex.-M3 : Enquiry notice issued to petitioner on 15-2-1994.

Ex.-M4 : Enquiry Proceedings.

Ex.-M5 : Deposition of Ch. Venkanna in the enquiry.

Ex.-M6 : Deposition of Basheer Ahmed in the enquiry.

Ex.-M7 : Deposition of Bangaru Raju.

Ex.-M8 : Complaint of the Security Officer dated 4-2-1994.

Ex.-M9 : Written Statement of security guard dated 4-2-1994 Ch. Keshavalu dated 4-2-1994.

Ex.-M10 : Written Statement of Ch. Krishna Murthy dated 4-2-1994.

Ex.-M11 : Letter dated 21-2-1994 of co-worker E. Malla Reddy addressee to the Enquiry Officer.

Ex.-M12 : Letter of the petitioner dated 29-3-1994 addressed to P.O.

Ex.-M13 : Letter dated 9-6-1994 of E. Malla Reddy to Enquiry Officer.

Ex.-M14 : Letter of E. Malla Reddy to the E.O. dated 20-6-1996.

- Ex.-M15 : Enquiry Report dated 14-8-1994.
- Ex.-M16 : Show cause notice dated 17-8-1994.
- Ex.-M17 : Letter of explanation by the petitioner dated 27-8-1994.
- Ex.-M18 : Copies of certified standing orders.
- Ex.-M19 : Copies of delegation of powers.
- Ex.-M20 : Copies of the resolution passed by the Management.
- Ex.-M21 : Letter of punishment of stoppage of one increment for a period of three years issued to petitioner on 5-9-94.
- Ex.-M22 : Order dated 22-9-92 passed by Dy. Chief Labour Commissioner (C) and Appellate Authority under Standing Orders.
- Ex.-M23 : Resolution No. 229 and 230 passed by the Management on 12-8-1998.
- Ex.-M24 : Resolution No. 278 passed by the Management.
- Ex.-M25 : Order dated 7-6-1993 passed by the Dy. Chief Labour Commissioner (C) and Appellate Authority, New Delhi.

नई दिल्ली, 26 फरवरी, 2008

**क्रा. आ. 615.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 637/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-40012/24/2001-आई आर (डोयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th February, 2008

**S.O. 615.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 637/2005) Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 26-2-2008.

[No. L-40012/24/2001-IR (DU)]  
SURENDRA SINGH, Desk Officer

## ANNEXURE

### CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I.D. No. 637/2005

Registered on 24-8-2005

Date of Decision 20-10-2006

Sandeep Kumar S/o Shri Des Raj,

C/o Shri N.K. Jeet,

27349, Lal Singh, Basti Road,

Bhatinda (Punjab)

... Petitioner

*Versus*

The General Manager, Telecom,

Amritsar (Punjab)

... Respondent

## APPEARANCE

**For the Workman :** Mr. N.K. Jeet, AR

**For the Management :** Mr. G.C. Babbar, Advocate

## AWARD

The workman continues to be absent. The record of the file shows that the workman has never appeared in person in this Court. He stopped appearing even through the representative and ultimately a notice under R/C was issued to him vide Postal Receipt No. 2210 dated 30th August, 2006. He was directed to appear today but again neither in person nor through representative he is present. He has also not filed his affidavit in support of his pleadings. This shows that the workman has lost interest in the case. The reference is, therefore, being answered in the absence of the workman.

The Govt. of India vide their order No. L-40012/24/2001-IR (DU) dated 27th April, 2001 desired to know whether the action of the Management of General Manager Telecom, Amritsar in terminating the service of Shri Sandeep Kumar was just and legal? If not to what relief the workman is entitled to and from which date?

On a notice issued by the Tribunal the workman appeared and claimed that he was engaged as a workman by the Management on 1st May, 1996 and he served in the office of SDO Phones, City Amritsar till 28th Feb., 1999 on a salary of Rs. 2138. The Management denied this claim of the workman and stated that the workman was never engaged by them as they had an agreement with a contractor to provide them work force therefore there never existed a relationship of workman and Management between the parties. On record I do not find

any evidence in support of the claim of the workman whereas the Management has supported their claim with the affidavit of Shri Roop Singh SDOP City II, Amritsar.

After perusing the pleadings of the parties I am satisfied that the workman has failed to prove his claim, therefore, he is entitled to no relief. The reference made by the appropriate govt. is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 616.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल ग्राउंड वाटर बोर्ड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पटना के पंचाट (संदर्भ संख्या 69/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-42012/1/2006-आई आर (डीयू)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 616.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69 of 2006) of the Industrial Tribunal, Patna as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Ground Water Board and their workman, which was received by the Central Government on 26-2-2008.

[No. L-42012/1/2006-IR (DU)]  
SURENDRA SINGH, Desk Officer

### ANNEXURE

#### BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 69 of 2006  
No. 5 (C) of 2007

Between :

The management of Central Ground Water Board,  
Lok Nayak Bhawan,  
Frazer Road, Patna

AND

Their Workman :

Shri Mohd. Ashraf Hussain  
Mohd. Kamal Ashraf,  
resident of village Murgiyachak,  
Janipur, P.O. Shorampur,  
Distt. Patna

For the Management : Shri S.N. Dwivedi, Scientist,  
'B' Central Ground Water  
Board, Patna.

For the Workman : Shri B. Prasad, Authorised  
Representative.

Present : Vasudeo Ram, Presiding  
Officer, Industrial Tribunal,  
Patna.

### AWARD

Patna, dated the 18th February, 2008

By adjudication Order No. L-42012/1/2006-IR (DU) dated 16-6-2006 the Government of India, Ministry of Labour, New Delhi under clause(d) of Sub-Section(1) and Sub-Section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) referred the dispute between the management of Central Ground Water Board, Lok Nayak Bhawan, Frazer Road, Patna and their workman Shri Mohd. Ashraf Hussain @ Mohd. Kamal Ashraf to Central Industrial Tribunal-cum-Labour Court, Dhanbad No. 1 for adjudication on the following :

"Whether the action of the management of Central Ground Water Board, Patna in terminating the services of Shri Mohd. Ashraf Hussain @ Mohd. Kamal Ashraf, Vill : Murgiyachak Janipur, P.O. Shorampur, Distt. Patna w.e.f. December, 2003 is legal and justified ? If not, to what relief Shri Mohd. Ashraf Hussain @ Mohd. Kamal Ashraf is entitled to ?"

Subsequently, vide Order No. L-42012/1/2006-IR (DU) dated 15-11-2006 of the Govt. of India, Ministry of Labour, New Delhi the case has been transferred to this Tribunal for disposal.

2. The parties appeared on notice and filed the statement of claim and the written statement. The contention of the workman is that he was appointed by the management of Central Ground Water Board (hereinafter called 'the Board' for brevity). Mid Eastern Region, Kanti Factory Road, Kankarbagh, Patna to discharge the duties of Chowkidar at their Office situated at 6th and 7th floor, Lok Nayak Bhawan, Frazer Road, Patna w.e.f. 25-1-1999. He worked upto 30-6-1999. He was reappointed and worked from 21st July, 1999 to 31-12-2000. From 1-1-2001 his services were utilised as peon. His services were utilized at various places. In all the places he worked from 10 A.M. to 7 P.M. The workman was paid @ Rs. 53 or Rs. 55 per day which was later on increased to Rs. 58 and Rs. 63 per day. The payment was made monthly through vouchers. The payment were made to him on his name and on many occasions in the name of Md. Firoz Ahmad, Md. Ashraf, Sanjeev Kumar, Arun Kumar etc. He worked continuously

from 25-1-1999 to 31-12-2003 with a break of 20 days from 1-7-1999 to 20-7-1999. He used to sign on muster roll. His services was terminated in the afternoon of 31-12-2003. The management violated the provisions laid down under Section 25F of 'the Act'. According to the workman the action of the management in terminating his services is illegal and unjustified. Further according to the workman the withdrawal of dispute by the workman was on the assurance given by the management. The draft of withdrawal was prepared by the management and the workman put his signature simply. It has been prayed that the workman be reinstated with full back wages and his services be regularised as chowkidar.

3. The contention of the management is that Central Ground water Board is not an industry within the purview of Industrial Disputes Act, 1947, the main objective of 'the Board' is to undertake Scientific studies related to ground water resources. Md. Ashraf Hussain had earlier made a similar claim in the year, 2004 before the Asst. Labour Commissioner (Central), Patna whereupon case No. 5/(2)/2004 ALC II dated 1-4-2004 was instituted and the Board was called upon to answer the claim but on 25-5-2004 the workman withdrew his case unconditionally by filing a petition to that effect before the Asst. Labour Commissioner (Central), Patna. The Asst. Labour Commissioner submitted statutory report accordingly and the matter attained finality and as such the present claim is barred by the principle of res judicata and also by the principle of estoppel. Further, the contention of the management is that on 2-5-2005 the workman made an application before the Asst. Labour Commissioner (Central), Patna for review whereupon the Asst. Labour Commissioner registered a new case bearing No. 5/(26)/2005 ALC II in which notices were issued to the management. The management after appearing raised objection on maintainability of second petition of the workman. The Asst. Labour Commissioner (Central), Patna submitted failure report upon which this reference has been made. The second application was liable to be rejected on the ground of limitation. The present reference, according to the management is barred by the principle of res judicata and estoppel. The workman Md. Ashraf Hussain was engaged by the management as a contingent Labour on temporary basis for chowkidar duty for intermittent periods for its Office at Lok Nayak Jaiprakash Bhawan, Patna which was under construction. The workman worked from 1-6-99 to 30-6-99, 23-7-99 to 29-10-99 and 1-5-2000 to 31-5-2000 and thus never rendered continuous service of 240 days in a period of one year or 120 days in a period of six months and hence the workman is not entitled to protection under 25F of 'the Act'. Besides that the contention of the management is that the said workman was never appointed after complying with the procedures of appointment such as advertisement, roster clearance interview etc. The

workman never furnished any evidence to show that his alias name is Md. Kamal Ashraf. The plea of alias name has been taken by the workman to create confusion only. There is also nothing to show that Md. Ashraf Hussain received payments in different names. According to the management the workman is not entitled to any relief and the reference is fit to be decided against Md. Ashraf Hussain.

4. Upon the pleadings of the parties and the terms of reference the following points arise out for decision :

- (i) Whether the dispute referred for adjudication is an industrial dispute ?
- (ii) Whether the claim made by the workman is barred by the law of limitation ?
- (iii) Whether the claim made by the workman is hit by the principle of res judicata and estoppel ?
- (iv) Whether the action of the management of Central Ground Water Board, Patna in terminating the services of Shri Md. Ashraf Hussain w.e.f. Dec. 2003 is legal and justified ?
- (v) What relief Shri Mohd. Ashraf Hussain is entitled to ?

#### FINDINGS

##### Point No. (i) :

5. Both the parties have adduced evidence in support of their contentions. The management has examined only one witness Shailendra Nath Dwivedi (M.W.1) Scientist 'B' in Central Ground Water Board. No document has been exhibited in evidence on behalf of the management. As against that the workman has examined himself as W.W.1 and has produced document i.e. photocopy of Attendance Register (Ext. W-series), photocopy of Payment vouchers (Ext. W/1-series) and the photocopy of certificate issued by the authority concerned (Ext. W/2).

6. According to the management Central Ground Water Board is not an industry and hence the dispute referred for adjudication is not an 'industrial dispute'. Industrial dispute has been defined under Section 2(K) of 'the Act' as follows :

" 'Industrial dispute' means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person."

'Industry' has been defined under Section 2(j) of 'the Act' as follows :

"Industry" means any business, trade, undertaking manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;

"Industry" as defined above has a wider import. Any systematic activity carried on by co-operation between employer and employee for the production, supply or distribution of goods or services with a view to satisfy human wants and wishes (not spiritual or religious) is an industry. Absence of profit motive or gainful objective is irrelevant. The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relationship. Judging from the said angle there remains no doubt that Central Ground Water Board is an industry; a systematic activity carried on by co-operation between employer-employee for production and to satisfy human wants. Under the circumstances I find and hold that the Central Ground Water Board is an industry and the dispute between the management and the workman is an industrial dispute. This point is decided accordingly.

**Point No. (ii) :**

7. There is no time limit prescribed in 'the Act' for raising a dispute. But that does not mean that the dispute can be raised after long spell of time or after abnormal delay without any reasonable cause. In the present case the workman claims to have been removed from the service on 31-12-2003. The workman raised dispute and a case bearing No. 5/(27)/2004 ALC II dated 1-4-2004 was registered which was withdrawn. According to workman it was withdrawn on the assurance given by the management but when the management took no action to reinstate/regularise him, he raised another dispute and case No. 5/(26)/2005 ALC II was registered which has been referred for adjudication. Keeping in view the above noted facts I come to the conclusion that the reference can not be said to have been hit by the law of limitation. This point is decided accordingly.

**Point No. (iii) :**

8. For the application of the principle of res judicata it is required that a matter between the same parties, litigating under the same title is heard and finally decided. The case pending before the Asst. Labour Commissioner was withdrawn by the workman. The matter no doubt was the same and the parties were also the same but the matter was not finally heard and decided. Under the circumstances I find and hold that this reference is not hit by the principles of 'Res judicata'. For the same reasons withdrawal of case No. 5/(27)/2004 ALC II will not operate as an estoppel. This point is accordingly decided.

**Point No. (iv) :**

9. M. W. I has stated that the workman was engaged for a limited period as contingent labour on temporary basis and worked as Chowkidar. The workman was not appointed in the procedure prescribed for making appointment. He has further stated that after the work was over the workman was removed from the service. In cross-examination it has come that he (M. W. I) is posted in Lok Nayak Bhawan since one year back; prior to that he was posted in Gauhati. From his statement in cross-examination it appears that two floors in Local Lok Nayak Bhawan have been occupied by Central Ground water Board on lease of 99 years and the fixtures were made in the Supervision of the Board. The workman has stated that he worked from 25-1-1999 to 31-12-2003 under the management of Central Ground Water Board. Primarily he worked as Chowkidar and there after as Office-Peon. He has admitted that he was out of service for 20 days from 1-7-1999 to 20-7-1999. The workman has filed the Zerox copy of attendance register (Ext. W series) besides photo copy of vouchers of payment (Ext. W/1-series). Ext. W series has altogether 63 pages out of which 7 pages show the attendance from 25-1-1999 to 31-5-99 which bears the signature of Md. Ashraf Hussain. The remaining part of Ext. W does not bear the signature of Md. Ashraf Hussain rather the same bear the signatures of Md. Kamal Ashraf. The workman has neither adduced oral nor documentary evidence to prove that his alias name is Md. Kamal Ashraf. The workman (W. W. I) has neither stated that his alias name is Md. Kamal Ashraf nor at the end of his deposition he has put his signature as Md. Kamal Ashraf. Under the circumstances it can not be accepted that Md. Ashraf Hussain and Md. Kamal Ashraf is one and the same person.

10. From the evidence adduced on behalf of the workman discussed above it transpires that he worked as Chowkidar on daily wages. he worked from 25-1-1999 to 30-6-1999 and from 21-7-99 to 31-12-99 and thus he never put continuous service of 240 days in a calendar year. The workman (W. W. I) has stated that earlier he worked as Chowkidar and thereafter as peon. But neither documentary evidence has been adduced nor any other witness has been examined in support of the same. The vouchers produced on his behalf (Ext. W/1) show that Md. Kamal Ashraf worked in field at different places like Harnaut, Kazan, Nagarnauea, Potaka, Kandra, Gobindpur. If his said statement that he never worked in field be accepted in that case those vouchers (Ext. W/1-series) do not relate to the workman. Under the circumstances there is no evidence that the workman worked after 31-12-99 or up to 31-12-2003. Even if it be assumed for a while that he worked as peon at different places, he has not shown that he worked at one place for 240 days in a calendar year. In the case of D.G.M. Oil and Natural Gas Corpn. and others Vs. alias Abdul

Rehman reported in AIR-2005-SC-660 it has been held that number of days of work put in by workman in broken periods can not be taken as continuous employment for purpose of Sec. 25F of 'the Act'.

11. The workman has filed the photo copy of a certificate said to have been granted by one S.H.A Khan, Scientist D, MKR CGWB Govt. of India, Patna (Ex.W/2) to show that he worked as peon in the Office of Central Ground Water Board at Patna. Ext.W/2 shows that the same has been granted to one Sri Kamal Ashraf and not to Md. Ashraf Hussain. Neither the certificate shows nor the workman in his statement has stated as to what was the occasion of issuing such certificate and in what capacity the said Officer issued the said certificate. The said certificate has been issued on 8-12-2003 and it has been mentioned therein that the Sri Kamal Ashraf has been working as Chaprasi for the last five years which is palpably wrong. Under the circumstances I am not inclined to attach any evidentiary value to Ext.W/2.

12. From the discussions made above I come to the conclusion that the workman has utterly failed in proving that he put in continuous service of 240 days as contingent Labour in any calendar year under the management of Central Ground Water Board, Patna. Under the circumstances I find and hold that the action of the management of Central Ground Water Board, Patna in terminating the services of Shri Mohd. Ashraf Hussain is legal and justified. This point is decided accordingly.

Point No. (v) :

13. I have already discussed and hold above that the action of the management of Central Ground Water Board, Patna in terminating the services of Shri Mohd. Ashraf Hussain is neither illegal nor unjustified. Under the circumstances I find that the workman is not entitled to any relief. This point is decided accordingly.

14. In the result I find and hold that the action of the management of Central Ground Water Board, Patna in terminating the services of Shri Mohd. Ashraf Hussain is legal and justified and Shri Mohd. Ashraf Hussain is not entitled to any relief.

15. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 617.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या

287/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/318/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 617.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 287/2005) Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-12012/318/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I.D. No. 287/2005

Registered on 26-12-2001

Date of Decision 22-5-2007

The General Secretary,  
State Bank of India,  
Staff Congress,  
1304, Sector-23-B,  
Chandigarh

... Petitioner

*Versus*

State Bank of India,  
The Assistant General Manager,  
State Bank of India,  
Region-III,  
Haryana, Sector-8-C,  
Chandigarh

... Respondent

#### APPEARANCE

For the Workman : Mr. J.S. Bawa, Advocate

For the Management : Mr. S.K. Sharma, AR

#### AWARD

The Govt. of India vide their Order No. L-12012/318/2001-IR (B-1) dated 19th Dec., 2001 refer to the following matter for the adjudication of this tribunal :

"whether the action of the Assistant General Manager, Region-III State Bank of India, Zonal

Office Haryana, Sector-8-C, Chandigarh in imposing punishment of dismissal from service w.e.f. 20th March, 1999 upon Sh. Loveleen Kumar Sethi is justified? If not, what relief the workman is entitled to?"

The notice of the reference was given to the parties. The workman appeared through the counsel whereas Mgt. appeared through representative. The representative has filed the Statement of claim and the mgt. reply thereto. They also placed on record the copies of enquiry proceedings, duly certified by them as correct as per the original. The enquiry proceedings include the charge sheet filed against the workman, reply given by him, the report of the enquiry officer, the statements of the witnesses produced during the enquiry, the order of the Disciplinary Authority the copy of the appeal filed and the order of the appellate authority.

The tribunal at this stage is required to examine whether the enquiry held against the workman was fair and proper. It may be noted here that the parties have filed the pleadings and have not supported the same by their affidavits. They have mainly relied up the enquiry proceedings, the photo copies of which have been placed on record by the mgt. and genuineness of which is not entitled.

I have considered the arguments advanced by the counsel of the parties and gave gone through the authorities referred to by them.

The question which this Tribunal has to consider at this stage is whether a fair and proper Inquiry was held in this case; and that the punishment awarded is proportionate to the misconduct alleged and proved against the workman. It has to be born in mind that in a reference under the Act, the Tribunal does not sit in appeal against the order of Disciplinary and Appellate Authorities. In the domestic enquiries the Disciplinary Authority is the sole judge of facts and in case an appeal is presented to the Appellate Authority, the Appellate Authority has also the powers and jurisdiction to re-appreciate the evidence and come to its own conclusions on facts being the sole fact finding authorities. Once finding of facts, based on appreciation of evidence, are recorded, the High Court in writ jurisdiction may not normally interfere with those factual findings unless it finds that the recorded findings were perverse and or legally untenable. The adequacy or inadequacy of the evidence is not permitted to be canvassed before the Tribunal. What the Tribunal is required to see is whether the Enquiry Officer and the Appellate Authority followed the provisions of the I.D. Act and principles of natural justice or not.

Hon'ble Supreme Court in the case of Central Bank of India Ltd. Versus Karunamoy Bancerjee reported as

(1967) 2LLJ 739 held that the rules of natural justice require that the workman proceeded against should be informed clearly of the charges leveled against him; witnesses should be normally examined in his presence in respect of the charges; if statements, taken previously and given by witnesses, are relied on, they should be made available to the workman concerned; the workman should be given a fair opportunity to examine witnesses, including himself, in support of his defence; and the inquiry officer should record his findings based on the evidence so adduced. Karnataka High Court, in the case of GR Venkateshwara Reddy Vs. Karnataka State Road Transport Corporation, reported as (1995) 1 LLJ 1011 has laid down the following requirements of reasonable procedure subject to any special provisions relating to procedure in the relevant rules, regulations, standing orders or a statute :

- (a) The employee shall be informed of the exact charges which he is called upon to meet;
- (b) he should be given an opportunity to explain any material relied on by the management to prove the charges;
- (c) the evidence of the management's witnesses should be recorded in the presence of the delinquent employee and he should be given an opportunity to cross-examine such witnesses;
- (d) the delinquent employee shall either be furnished with copies of the documents relied on by the Management or be permitted to have adequate inspection of the documents relied on by the Management;
- (e) the delinquent employee should be given the opportunity to produce relevant evidence—both documentary and oral which include the right to examine self and other witnesses; and to call for relevant and material documents in the custody of the employer;
- (f) whenever the inquiry authority is different from disciplinary authority, the delinquent employee shall be furnished with a copy of the inquiry report and be permitted to make a presentation to the disciplinary authority against the findings recorded in the inquiry report.

Keeping these principles in mind I proceed to examine the claim of the workman to find out whether the enquiry held against the workman was fair and proper or not. After going through the record of enquiry proceedings I find that the enquiry held against the work was fair and proper.

The claim of the workman is that he had joined the mgt as Clerk-cum-cashier w.e.f. 19-2-80 and was posted at the Rohtak main branch. Later on he was shifted to Hissar Road, Rohtak branch in Oct. 1990. On 22-9-94, when he was working as cashier in the Hissar Road, Rohtak branch, a person sent by Mistry Shadi Lal came to the bank with a demand draft of Rs. 15,000 payable to one Subha, who was looking for Sh. M.L. Sehgal Clerk and contacted the workman saying that he has been sent by Mistry Shadi Lal, to encash the Demand Draft of Rs. 15,000. That since he knew Shadi Lal therefore, in order to help the person, he asked him to put his signature or thumb impression on the bank draft so as to receive the payment. The person put his thumb impression on the back of bank draft and the workman, taking him as Subha attested his thumb impression on the demand draft. After completing the formalities, the draft was passed. However, Sh. Raj Kumar who was working in Loan Branch came to the workman and he addressed the person sent by Shadi Lal as Prem. It was then workman come to know that the person who had come to take the payment was not Subha and he is Prem; and from the said person he came to know that "Subha was the daughter of Mistry Shadi Lal and the man sent by the Shadi Lal was named as Prem; that he reported the matter to Chief Manager, who advised him to call Subha and get the matter rectified. Thereupon the workman approached the Subha, who made the signatures on the Bank Draft and the payment was made to her in presence of the Chief Manager. After two three months thereafter, anonymous telegrams was sent to the higher authorities of the bank alleging that the said Sh. M.L. Sehgal has committed a fraud on the bank by encashing the bank draft in a wrong manner and the money so withdraws has misappropriated. Thereupon, the mgt. appointed Sh. H.C. Kapoor, Chief Manager, as an enquiry officer for conducting preliminary investigations. He visited the Hissar Road, Rohtak Branch and recorded the statements of the employees and thereof Mistry Shadi Lal and his employee Prem. But did not record the statement of Subha and did not submit the report in the office. According to the workman, the mgt. obtained the report of the Handwriting experts, about the thumb impression recorded on the bank draft with a view to find out whether the payment of the bank draft was received by the person whose thumb impression on the draft. He pointed out that the thumb impression on bank draft was not that of Loveleen Sethi, admittedly workman. Despite by the mgt. initiated enquiry proceeding against the workman. He was charge sheeted and submitted the reply to the charge sheet and demanded the record and copy of the complaint. Without considering the reply till decided to hold an enquiry and appointed Sh. G.S. Deep as Inquiry Officer and M.L. Gupta as the Banks representative. In the enquiry he was represented by Gen. Sect. of the staff Union.

The workman has the grievances against the enquiry report and it is claimed by him that the charge sheet served by him was not maintainable. According to him the mgt. did not provide him the copy of preliminary enquiry report, that the mgt. did not proceed the second person who according to him also figured in the telegram nor the telegram was produced. The Management further made mistake in not examining the Subha, the complainant although the mgt. had admitted that an enquiry was held by Sh. H.C. Kapoor; and that the workman was placed under suspension on the basis on said report. The mgt. further failed in its duty in providing and placing on record the copy of enquiry report which shows that the enquiry was conducted with close mind, only to prove the story given by the enquiry officer. The principles of natural justice were not followed rather violated as the workman was not given proper opportunity to defend himself and was also denied the documents which were necessary and relevant. Those were also not placed on record. That even otherwise it was not proved that the workman had misappropriated the payment of the bank draft. He was framed in the case only because he had resigned from SBI staff association and had joined SBI Staff Congress. Workman has further claimed that even during the enquiry, conducted by the vigilance department of the bank, did not prove the allegation against the workman. According to him "Subha" the holder of the bank had received the payment of the bank draft; and she told to Sh. S.K. Jain that there was nothing unusual to receive the payment in that manner. She also executed an affidavit and handed over the same to the petitioner for presenting the same to the authority. However, the Disciplinary Authority did not accept that. During the enquiry the complainant was not examined and the report was based upon the statement of Shadi Lal and Prem. According to him the record was rectified so that the interest of the bank is protected.

The workman has detailed his grievances against the report saying that it was based upon anonymous complaint and the copy of the enquiry report was not provided to him. The mgt. did not examine Subha, nor the report was made by her. The charges framed did not fall in the category of facts prejudicial to the bank and were otherwise to vague and undefined. The enquiry was conducted in violation of principles of justice: the disciplinary authority did not apply his mind while awarding the punishment. Thus the enquiry was not legal and proper, therefore, the action based thereon should be quashed. It is further claimed by the workman that the plea raised by him was not considered by the Disciplinary Authority and the Appellate Authority dismissed his appeal without considering its merits. Otherwise also the punishment award was disproportionate to the misconduct alleged against the workman.



The claim of the workman has been opposed by the management. It is stated by them that the workman was posted as Clerk-cum-Cashier at Hissar Road, Rohtak Branch when he received a draft favouring one Subha, for an amount of Rs. 15,000 through the servant of Shadi Lal for depositing the same in her account No. 17157. The workman obtained thumb impression of Prem on the reverse of the Bank Draft assuring him that the proceed of the bank draft will be deposited in the relevant account. He attested the thumb impression of Prem and made the noting known to me and received the payment but 6-7 days after it was detected that the draft has not been deposited in the account of the concerned Sh. Shadi Lal, father of the payee came to the Bank and his servant Prem identified the servant as the person who had receiving the draft. The workman then approached Shadi Lal, made him the payment of Rs. 15,000 in case and in return obtained the signatures of Subha on the reverse of draft which he unauthorisedly took out of the Bank and also obtained a letter of authority from her that the payment be made to Sh. Prem, although the workman had already received the payment and by manipulating the record and winning Sh. Shadi Lal through his friends tried to cover up his conduct; that the conduct of the workman was prejudicial for the interest of the Bank. Therefore, the Management initiated proceedings against him; that a fair and proper inquiry was held in which the workman was given full opportunity to defend himself. In the inquiry charge No. 1 was fully proved and charge No. 2 partially. The Disciplinary Authority, after examining the record, coupled with report of the inquiry officer issued show cause notice to the workman as to why his services be not dispensed with. The workman was provided with a copy of the inquiry report and all other documents. Since the workman could not advance satisfactory explanation, therefore, the Disciplinary Authority awarded the punishment of dismissal to the workman. On appeal the Appellate Authority considered the case of the workman, but did not find any reason to disagree with the decision of the Disciplinary Authority and approved the dismissal of the workman from the Bank service.

On merit it is submitted that the claim made by the workman was wrong, after thought and without any basis, therefore, he was denied. They claimed that the workman was given full opportunity to defend himself. They denied that there was dispute between the staff associations of the SBI. They asserted that the workman had misappropriated the money and the allegation of cooked up story is wrong. The workman further manipulated by obtaining the affidavit in his favour but he failed to produce the deponent as a witness, so as to stand to the cross-examination of the Management during the course of the inquiry. They admitted that the copies of the reports

of preliminary inquiry was not given to the workman nor the same was required to be given by the management as the management did not use that document during the inquiry. They further stated that the workman was given full chance to explain his position but in view of the evidence produced, the charges were proved against him. As the workman was found guilty of committing serious lapse, therefore, the order of dismissal awarded to him, was well justified.

I have considered the submissions made by the parties and have also gone through the file.

The perusal of the inquiry proceedings show that the Management had held a fair and proper inquiry in the matter. The documents placed on record show that the workman was served with the charge sheet and was asked to explain his position. He was given opportunity to examine the documents which the management desired to produce against him and he examined the same along with his defence representative. The Management produced the witnesses and the workman alongwith his representative had full chance to cross-examine them. The inquiry officer provided full opportunity to the workman to produce documentary as well as oral evidence in his favour. He was provided with the copy of the inquiry report. Thus the inquiry officer followed not only the provisions of the I.D. Act 1947 but also the principles of natural justice.

The grievances of the workman is that the Management did not provide him the copies of the reports of Sh. S.K. Jain and H.C. Kapoor, who had investigated the matter. It is on record that those two inquiries were not used against the workman, therefore, there was no requirement of providing the copies of those reports to the workman. In this regard I am supported by a number of judgements including that of the Hon'ble Supreme Court reported as (1996) 3SCC 778 1969 2LLJ 799. There is therefore no merit in the claim of the workman that since the Management failed to provide him the copies of the preliminary inquiries conducted by the management, therefore, the order of the Disciplinary Authority terminating the services of the workman was bad in law.

The workman then contended that holder of the Bank Draft, the amount of which is, may have been retained for few days was not examined, therefore, the whole of the edifice, built by the Management, crumbled down. In my opinion this claim of the workman was not helpful to him as Ms. Subha, who was the payee of the bank draft in question, did not present that draft in the Bank, therefore, she was not the sole witness to prove the claim of the Management. There has come no evidence to say that the draft was brought to the bank by

one Prem servant of Shadi Lal with the instructions, to deposit the amount of the draft in the account of Ms. Subha. Shadi Lal, the father of Ms. Subha had instructed his servant to contact Mr. Madan Lal or Ram Lal, employees of the Management Bank. Incidentally he came in contact with the workman who obtained his thumb impressions and lead him that the amount of draft will be credited in the amount of payee, but he did not do that and instead he got the draft encashed by identifying the payee, saying the payee is known to him. There is on record the statements of the cashier who made the payment to the workman. He stated that the workman had assured him that the payee was sitting with him so he made the payment to him in good faith. There is also record available with the Bank which showed further manipulations done by the workman after the fraud was detected the workman removed the documents of the bank to the residence of Subha, got her signatures on draft and also obtained affidavit in his favour besides the authority letter in favour of "Prem" the servant of Shadi Lal, to receive the payment of the draft amount. All these developments have not been challenged by the workman. His explanation that since Shadi Lal was the friend of Madan Lal Sehgal of office bearer of the union, therefore, he had identified Mr. Prem, as Subha without knowing that Subha was a lady or a man and that he did not know even Prem. On the other hand he alleged that Shadi Lal had made the statement against him at the instance of Madan Lal Sehgal was annoyed with him having joined other Trade Union. It that was so then how the claim that he helped Prem since he was sent by Shadi Lal friend of Mr. Sehgal. He took contradictory stand.

The subsequent action of the Management further prove guilty mind of the workman as he tried to cover up his action by post facto obtaining the signatures of Ms. Subha by using the influence over Shadi Lal and after paying him the amount of Bank Draft by saying that his services are at stake. This is the general conduct that when the interest of the individual is served, he becomes religious if not unconcerned with the conduct of others. His interest remains only upto the time his loss is covered. In this case also it seems that the workman must have begged excuse from Shadi Lal, by manipulating the stake of his carrier and so many other things. He had no explanation as to why he did not produce Ms. Subha and even the Chief Manager although he claimed that, on coming to know that he had identified a wrong person as Subha, he reported the matter to the Chief Manager and the payment was made to Ms. Subha in his presence. Neither Chief Manager nor Ms. Subha were produced by him in his defence. In the face of overwhelming evidence both documentary and oral, there was no necessity to have gone, for the production of

Ms. Subha as a witness for the Management especially when it was in the knowledge of the Management that she has almost compromised with the workman and has also given affidavit in his favour. In my opinion there was no necessity to go for the statement of Ms. Subha as she was not directly a witness to the whole episode except that the workman obtained her signatures at a later stage. On this account also the inquiry proceedings cannot be held to be unfair.

The workman has contended that the charges framed against him were not prejudicial to the interest of the Bank. It is an admitted fact that the working of the financial institution generally depends upon trust. If any person comes to know that how the employees of the Bank misappropriated the money they want to keep in the Bank, they will not trust it. The workman cannot deny that the money had remained with him for some days, which he was not entitled to hold and if the fraud was not detected, who knows he would not have even paid the same to the rightful owner. In the circumstances it is wrong to claim that the action of the workman was not prejudicial to the interest of the Bank. The workman then contended that since the payment had been made to the rightful owner, therefore he did not commit any misconduct. He has no reason to claim this in view of the overwhelming evidence to show, in what circumstances the money had been paid to the rightful owner. Moreover, the payee received the money only because her father followed and raised hue and cry that she received the money, otherwise the workman seems to have not good intentions and he could have swallowed it.

The last consideration is that of the quantum of punishment. In view of the evidence produced in the inquiry, I find that the punishment awarded was not harsh. The employee like the workman could not be retained in service when as he played with the money of the customers, who were the patrons of the Bank and on whose patrons the Bank was surviving. It is well said that the habits die hard. That workman having developed the habit of misappropriating the money of the customers could not be trusted further at risk of well being for the institution. This Tribunal having only the power of the judicial review has considered all the facts and circumstances of the case and has come to the conclusions that the inquiry held against the workman was fair and proper; and that the punishment awarded was not harsh and disproportionate to the misconduct alleged and proved against the workman. Therefore, he is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 618.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डीजल कम्पोनेंट वर्क्स हास्पिटल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 610/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-41012/139/2004-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 618.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 610/2005) of Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Diesel Components Works (DCW) Hospital, and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-41012/139/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 610/2005

Registered on 24-8-2005

Date of Decision 20-10-2006

Km. M. G. Welsley,  
C/o Shri Tek Chand Sharma,  
Vice President, INBEC,  
25, Sant Nagar,  
Civil Lines, Ludhiana

....Petitioner

*Versus*

The Medical Superintendent,  
Diesel Components Works  
(DCW) Hospital, Patiala

....Respondent

#### APPEARANCE

For the Workman : NEMO

For the Management : Mr. N. K. Zakhmi, Advocate

#### AWARD

The workman continues to be absent. In this Tribunal she has never appeared in person. She has not appeared continuously even through Counsel since 28th August, 2006. This shows that she has been left with no

interest to prosecute this case. The case was being listed for the evidence of the workman since 12th June, 2006. In these last three dates the workman has not appeared for her statement. This further supports the view that she is no more interested in the case.

The appropriate Govt. vide their order no. L-41012/139/2004-IR(B-I) dated 29th December, 2004 has desired to know whether the action of the Management of DCW Hospital, Patiala in inflicting the disproportionate punishment of removal from service of Km. M. G. Welsley, Ex-Staff Nurse w.e.f. 24th Feb., 2003 was just and legal and if not to what relief the workman was entitled to and from which date. On record there is statement of claim filed by the workman and her affidavit. There is also on record the Written Statement of the Management and affidavits of two of their witnesses namely Dr. Latha Ramalingam and Dr. Mool Narayan. The Management has also placed on record the photocopy of the inquiry proceedings. However the parties did not have the opportunity to cross-examine the witnesses of the opposite side. The claim of the workman has been denied by the Management by their Written Statement. According to them the workman remained unauthorizedly absent from duty for which the inquiry was held against her and she was removed from service after holding the disciplinary proceedings against her and after giving her full opportunity to defend her case. According to them the punishment awarded was not disproportionate to the misconduct of the workman.

As stated earlier the workman has not appeared in the case to admit or deny the claim made by her in the Claim Petition and in the Written Statement. She has also not produced any evidence to support her claim. Therefore, there is nothing on record to show that the punishment awarded to the workman was disproportionate to the misconduct committed by the Management. As such she is not entitled to any relief. The reference is replied accordingly. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP, SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 619.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 397/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/332/1991-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

**S.O. 619.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 397/2005) of Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Patiala, and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-12012/332/1991-IR (B-1)]  
AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

**Case I. D. No : 397/2005**  
**Registered on : 19-8-2005**  
**Date of Decision 12-2-2008**

President,  
All India State Bank of Patiala,  
Staff Federation,  
307, Housing Board, Jind .....Petitioner

*Versus*

General Manager,  
State Bank of Patiala,  
The Mall, Patiala .....Respondent

#### APPEARANCE

For the Workman : Mr. Hardial Singh Hundal,  
Advocate

For the Management : Mr. N. K. Zakhmi,  
Advocate

#### AWARD

Government of India, Ministry of Labour, vide their order No. L-12012/332/91-I.R(B-1) dated 14th of Feb., 1992 referred the following matter for the adjudication of this Tribunal :

“Whether the action of the management of state bank of Patiala, in imposing the punishment of stoppage of 2 increments with future effect on Shri N. P. Sharma, Cashier-cum-Clerk, Charkhi Dadri Branch, was legal and justified ? If not to what relief the workman is entitled to ?”

The parties appeared and filed their pleadings such as statement of claim and written statement. The workman supported his claim with his affidavit and the Management with the affidavit of S/Shri R. K. Agarwal and R. S. Sethi their witnesses. The workman and Shri R. K. Agarwal,

witness of the Management appeared as witnesses in the case.

Briefly stated the case of the workman is that on his request the Management had sanctioned an additional loan of Rs. 72,800 for the construction of house on 3rd of June, 1988, after due verification and the first instalment of Rs. 21,840 was released in favour of the workman. The workman requested for release of remaining loan amount, but instead of releasing the same the Management served him with charge sheet dated 9th of Feb., 1989 alleging that the workman had misreported about the position of house and misutilized the loan instalment as the house was already constructed. The Management did not consider the reply to charge sheet given by the workman and an unfair and improper enquiry was held in the matter. The Enquiry Officer, Disciplinary and Appellate Authorities ignored the documentary and other evidence. They also did not consider the legal submissions made and awarded the punishment of stoppage of two increments with future effect vide order dated 17th of May, 1990. The workman further alleges that the authorities misappreciated the evidence; that the witnesses of the Management made false statements. They even changed their versions at different times and the authorities used the evidence suitable to them and punished the workman. He has further claimed that the misutilization of the loan amount does not amount to be misconduct as per Bi-partite Settlements and Desai and Shastri awards. Even otherwise the punishment awarded was illegal and unwarranted. The workman has prayed for cancellation of order of punishment awarded to him and for a direction to the Management to pay the arrears of increments along with interest @ 24% P.A. besides for the grant of other relief found due to him.

The Management has opposed the claim of the workman. They have also raised preliminary objections to the maintainability of the reference and the claim of the workman. It is stated by them that the workman was guilty of a serious misconduct, therefore, after holding a domestic enquiry he was awarded the punishment of stoppage of two annual increments with future effect; that before awarding the punishment, the Management held a fair and proper enquiry in which the workman was charge sheeted. He was assisted by a defense representative. He was given full opportunity to defend himself. His appeal was also considered on merit but in view of the misconduct proved against him, the punishment awarded was maintained. They have further claimed that the reference is bad for non-joinder of necessary parties. They have further alleged that the workman in connivance with Shri D. N. Mehtani got the report made on the basis of house map produced by the workman and not on the basis of site inspection. Thus the inspection report dated 16th June, 1988 did not disclose the actual picture of the house. The workman made wrong claim to have utilized the first

installment of the loan amount in the construction of the house. The workman neither did any alteration nor raised additional construction on the site. Thus he misutilized the loan amount. They denied the correctness of the allegations made in the statement of claim and stated that a fair and proper enquiry was held against the workman. He was given full opportunity to defend himself, to cross-examine the witnesses of the Management and the report was based upon the record. The copy of report of the enquiry was also given to the workman.

From the pleading of the parties and the evidence produced by them it is clear that the punishment challenged in this reference was awarded after a domestic enquiry. The Supreme Court has said in a number of cases that a domestic enquiry is not an empty formality but an essential condition to the legality of the disciplinary order. In the case reported as 1999(1) SCT 642 the Apex Court observed "The High Court appears to have over looked the settled position that in departmental proceedings the disciplinary authority is the sole judge of facts and in case an appeal is presented to the appellate authority, the appellate authority has also the power and jurisdiction to re-appreciate the evidence and come to its own conclusions on facts being the sole fact finding authorities. Once finding of the facts based on appreciation of evidence are recorded, the High Court in writ jurisdiction may not normally interfere with the factual findings unless it finds that the recorded findings were perverse and/or legally untenable. The adequacy or inadequacy of the evidence is not permitted to be canvassed before the High Court.

In this case, the workman in his statement before this Tribunal admitted that a departmental enquiry was held against him; that he was chargesheeted for having misutilized the loan amount; that Shri R. A. Abrol was appointed as Enquiry Officer who was changed on his request and Shri R. S. Sethi appointed as Enquiry Officer in his place. He further stated that he had attended all the enquiry proceedings along with his representative. He had signed on the enquiry proceedings and had also produced evidence in defence. He claimed not to be remembering having made any complaint against the Enquiry Officer, Shri Sethi. He further admitted that he was also given personal hearing by the disciplinary authority. At no stage he claimed that the enquiry held against him was not fair and proper. He admitted to have been granted a loan of Rs. 72800 and received first installment of Rs. 21,840. The workman could elicit from his own evidence as to why the witnesses, who appeared against him in the domestic enquiry, made statements against him. Shri Aggarwal, who appeared as witness for the Management stated that though the loan had been sanctioned on the report of Shri D. N. Mehtani but the Management had not believed that report. There is, therefore, absolutely no evidence to show that the enquiry held against the workman was not fair and proper. He has also failed to

show that the Disciplinary Authority was not competent to award the punishment given to the workman or that the said punishment could not be awarded in the face of Awards and Settlements governing the parties. He has further failed to show that the punishment awarded was disproportionate to the mis-conduct alleged and proved against him.

In the circumstances I am of the opinion that the action of the Management of State Bank of Patiala in imposing the punishment of stoppage of two increments with future effect on Shri N. P. Sharma, Cashier-cum-Clerk, Charkhi Dadri Branch, was legal and justified. The workman is not entitled to any relief. The reference is answered in these terms and the award is passed. Let a copy of the award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 620.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 37/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-41012/35/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 620.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2004) of Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway, and their workmen, received by the Central Government on 26-2-2008.

[No. L-41012/35/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I. D. No : 37/2004

Registered on : 30-11-2004

Date of Decision 8-6-2007

Pyare Lal Chodhary,

S/o Shri Kishan Chand,

Storeman under I.O.W. Office,

Sonepat

...Petitioner

Versus

The Divisional Railway Manager,  
Northern Railway Delhi Division,  
Near New Delhi Railway Station

...Respondent

### APPEARANCE

For the Workman : Workman in person

For the Management : Mr. N. K. Zakhmi, Advocate

### AWARD

The following reference was received from Government of India vide their order No. L-41012/35/2004/(IR(B-I)) dated 17th August, 2004. It was desired by the Ministry of Labour to find out as to what relief the workman is entitled to :

"Whether the action of the Management of Northern Railway of denial of promotion and regularization as MCC to Sh. Pyare Lal S/o Sh. Kishan Chand from the date when his juniors were promoted and regularized is legal and just ? If not, to what relief the workman is entitled to ?"

The reference was registered in this Tribunal and notices were issued to the parties who filed their claims, in the shape of Claim Statement, Written Statement and the rejoinder. They also supported their respective claims with the affidavits of workman Pyare Lal and R. C. Garg, ADEN, Panipat. They also placed on record photocopies of a number of documents, some at their own and some on the application of the workman.

The claim of the workman is that he was appointed as store man on 15th Feb., 1973 in the Railway Department under ELC/construction/JWLS in KVR project and was granted pay as per regular scale w.e.f. 1st June, 1974. He was promoted as store issue on 21st July, 1974 in which capacity he worked to the satisfaction of the officers. However even after the completion KVR project, he was allowed to continue working as store man on the substantive post of store man and he performed the duties of office as well. He was transferred to Madhopur on 4th Nov., 1977, where he served upto 14th April, 1978. Thus he continuously worked for five years one month and 29 days in the construction organization of the Management; that the workman joined as a Khalasi under IOW/PNB Panipat on 24th April, 1978. In the year 1984 the selection exercise was conducted for the post of MCC and a Written test was held on 16th Dec., 1984 which the workman passed but the selection was cancelled by the General Manager, with the directions that all those who were working as MCC (Material Checking Clerk) on ad hoc, for three years or more be regularized on the basis of their service record and viva voce. Although he stood at Serial No. 45 of the seniority list of the ad hoc MCCs but he was not interviewed on 24th March, 1978 and was told that since he has not been screened, therefore, he is

not eligible for the interview. As the result of viva voce the juniors of the workman and similarly situated persons were promoted and regularized.

It is also claimed by the workman that he had been screened in the year 1986 and was declared pass on 12th March, 1987; and since the workman had been working on ad hoc basis for three years, therefore, he was also entitled for promotion and regularization. He has further claimed that Messrs. Subhash and Sunil Kumar, who were similarly placed and who were not allowed to appear in viva voce, approached the CAT New Delhi and obtained a directions to the Management that in case any of the juniors of the petitioners were interviewed and considered by the respondent, they be also considered and given regularization as is given to their juniors in the grade of MCC. Besides that the Management also gave promotion to Sh. Avinashi Lal, who was also not allowed to appear in the viva voce test and was also junior to the applicant, whereas they did not consider him. Thus they violated the provisions of article 14 and 16 of the constitution. He has prayed for a direction to the Management to consider his case for his promotion and regularization as MCC, from the date his juniors were promoted and also to give him all benefits as a result of promotion.

The Management has opposed the claim of the workman. It is submitted by them that the workman was engaged as store man on casual basis in the KVR project, on the completion of which he was discharged from service. He was reappointed on 15th Dec., 1978 as Khalasi in Delhi Division at Panipat. Thus the appointment of the workman was a fresh as he had been discharged from KVR project, on the completion of the same. They admitted that the selection process for the Post of MCC was held in the year 1984, but the same was cancelled. They denied, categorically, that the workman had ever worked a MCC on ad hoc basis or he was regularized in Group D. According to them his name was wrongly placed at Serial No. 45 of the seniority list as he did not fulfil the conditions required for a place in the seniority list. Moreover, he was screened and regularized in Group D vide order dated 30th March, 1990 and for that reasons also he was not entitled for promotion as MCC. They also denied that the juniors of the workman were promoted as MCC. He was also not screened for that post in the year 1987 as is claimed by him. He was rather screened for the post of shunting porter in March, 1987 which post was given to him, but despite reminders he did not join on that post and so his name got deleted.

The Management has also contested the claim of the workman for ACP stating that since he was regularized in Group D on 30th March, 1990 and was given the grade of 850-1150 on 20th Dec., 1990, therefore, he was not entitled to ACP, before the completion of 12 years of his service. They further stated that although the

recommendations, in his favour, for the post of MCC, was made but since he was not a screened employee for the post of MCCs, therefore, he was not posted as ad hoc MCC. With regard to the case of Sunil Kumar and Subhash Chander it is stated by the Management that as per the instructions of the CAT and since they were working on ad hoc basis as MCCs their cases were considered. They further claimed that no unscreened employee had appeared in the selection of MCC in the year 1988. Sh. Avinashi Lal was screened and regularized in Group D on 7th June, 1984 and was working as MCC on ad hoc basis, therefore, he was regularized in the year 1988. They also claimed that Messrs. Mohan Lal, Chaman Lal, Madan Lal and Ram Lal were seniors to the workman and they were screened in the year 1978, therefore, the claim of the workman against them is misconceived and not valid.

The workman filed the rejoinder and reiterated the claim made by him in the Claim Statement. He added nothing new and only denied the claim made by the Management, in the Written Statement, describing the same as wrong and incorrect. He asserted that he had joined as Khalasi on 24th April, 1978 but worked as MCC from 15th Feb., 1977 to 28th Feb., 1977. Thus he fulfilled the conditions for regularization. He again claimed that he was screened in the year 1987 and made the plea, that as per the railway circulars an employee who was screened should be regularized and need not to be screened again. Since he had been screened in the year 1987 in the traffic department screening, therefore, he was not required to be screened again. He further contested that he had been given promotion in the grade of 850-1150 or that the persons named in para 13 and 14, of Written Statement were senior to the workman.

I have gone through the file and have also considered the submissions made by the parties.

The parties have not placed on record any rule, circular or notifications to show as to what was the criteria for promotion and regularization in the MCC Cadre. What can be gathered from the pleadings of the parties is that an employee who had worked on ad hoc basis as MCC was entitled for regularization as MCC. The claim of the workman is that he had worked as MCC on ad hoc basis from 15th Feb., 1977 to 28th Feb., 1977. He has also taken the assistance of a letter mark-12 which reads that a recommendation was made for grant of officiating allowance to the workman on the ground that the workman had been attending to the work of store and establishment very satisfactorily, in the railway office at Sonipat from 1st Dec., 1984 to 28th Feb., 1985. The workman has also placed on record a copy of service particulars which show that he had worked as store man. This record nowhere contains that he had ever worked as ad hoc MCC, as is claimed by him. There is also nothing on record to show

that the job of store man and MCC was similar and in the same cadre. The workman has also not produced any evidence to show that he was screened in the year 1987. By his own claim, he was screened by the traffic department of the railways and if it was so whether the said screening was sufficient to claim, exemption from the screening required for consideration for the post of MCC on regular basis. The workman has also failed to produce any evidence to show that Messrs. Sunil Kumar, Subhash Chander and Avinashi Lal were similarly placed but were juniors to him and therefore, they could not be promoted over the head of the workman. He has also not produced any evidence to show that he was not given a promotion of grade on 20th Dec., 1990; and that he had not completed 12 years of service after such a promotion, so as to claim the ACP.

In his statement, recorded on 12th Dec., 2005, he admitted that he was disengaged on the completion of KVR project, Madhopur, and that he was appointed as Khalasi on 15th Dec., 1978, as a Casual worker and was still temporary khalasi in the year 1984. He claimed to have been given letter of appointment on ad hoc basis on the post of MCC but did not produce that letter so as to show that he had served as MCC. He referred to document W-2 which as I stated earlier, reads that the workman had served as store man/store issue (same work of clerk) from 15th Feb., 1978 to 28th Feb., 1978. This certificate was made by Senior Engineer KVR Project, Northern Railway. This certificate primarily was concerned to verify the character of the workman. Even otherwise, as stated earlier there is no denial that the workman had worked as a store man. The certificate nowhere reads that the workman had also worked as MCC on ad hoc basis. He then referred to document W-11 which is an application for providing temporary labour. This was a request from the Engineer, New Delhi for the post of MCC. The officer requested that since there was no MCC or store Khalasi provided therefore, one MCC was urgently required for handling of store issue and receipt of material in the store and for other office works/establishment etc. There is absolutely no reference in this document to show that the workman was working as MCC on ad hoc basis as is claimed by him. He admitted that he was not regularized in Group D cadre in the year 1984. He also admitted that he was regularized on the post of Shunti porter and the grade of MCC and Shunti porter was the same but he had not accepted that since he was already working in that Grade. He admitted to have given the grade of 850-1150 on 30th March, 1990 but claimed that even after rendering more than 12 years' he was not given ACP. I find that he has not produced any evidence to show that after getting the grade he had served the Management for more than 12 years but still he was not given the ACP. However since the question of ACP was not referred to the Tribunal, therefore, it need not to be considered.

After going through all the evidence available on record I am of the opinion that the workman has failed to produce any evidence to show that the action of the Management was wrong and illegal, in denying him the promotion and regularization as MCC from the date his juniors were promoted. The evidence available on record rather shows that the workman was not eligible for consideration on the post of MCC since he had not worked as ad hoc NCC nor he had been screened for that post, therefore, he was not interviewed and considered. There is evidence here and there which shows that he had worked as a store man but in the absence of any rules or direction, as to what could be the feeding cadre for consideration for appointment as MCC it cannot be said that the services rendered by the workman as Store man and as Khalasi entitled him to be considered for a regular post of MCC. In that context if his juniors were found eligible for consideration, could be appointed. The eligibility was the first consideration. Considering the case of the workman for appointment, on regular basis, as H.C.C. I am of the opinion that he did not fall in the eligibility criteria. Thus the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. अ. 621.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए. बी. एन. ऐमरो बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-II, मुम्बई के पंचाट (संदर्भ संख्या 103/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/419/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 621.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 103/2000) of Central Government Industrial Tribunal-cum-Labour Court No.-II, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of ABN Amro Bank, and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-12012/419/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT

A. A. Lad, Presiding Officer

Reference No. CGIT-2/103 of 2000

Employers in relation to the management of ABN  
Amro Bank

The Head (HR),  
ABN Amro Bank,  
302, Dalamal House,  
Nariman Point,  
Mumbai-400 021

V/s

Their Workmen

Mr. Prakash R. Ghole,  
Jun Vithbhati Chawl,  
Room No. 19,  
Shivram Singh Compound,  
S.P.S. Marg,  
Bhandup (W),  
Mumbai-400 078

#### APPEARANCES

For the Employer : Mr. N. H. Samant, Advocate

For the Workman : Mr. Rajan Chavan, Advocate

Mumbai, dated 4th January, 2008

#### AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/419/2000/IR(B-I) dated 25-10-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of ABN Amro Bank in not following Section 25-F of Industrial Disputes Act, 1947 abruptly stopping Shri Prakash Gole from attending his duties w.e.f. 13-11-1999 is justified ? if not, what relief Shri Prakash Rajaram Gole is entitled to?”

2. Claim Statement is filed by the concerned workman at Ex-5 which was challenged by first party by filing reply Ex-9. Issues are framed at Ex-12 on pleadings. Evidence is led by the concerned workman and Management. However, both arrived to settlement which was produced in writing dated 3-1-2008 by which both parties agreed to settle the claim of second party by making



payment of lump sum Rs. 7,50,000. After deducting TDS Rs. 1,78,920 Cheque of 5,71,080 was handed over to the concerned workman at the time of settlement on 3-1-2008. Accordingly, both appeared before this Tribunal on 3-1-2008 and filed purshis Ex-39 mentioning that, as per settlement dated 3-1-2008, they decided to settle the claim of the concerned workman. He also filed copy of settlement at Ex-38. Hence the order :

### ORDER

In view of Ex-38 & 39, reference is disposed of.

Date : 4-1-2008

A. A. LAD, Presiding Officer

### SETTLEMENT/AGREEMENT

[u/s. 2(p) and Sec. 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957]

#### Names of the Parties :

1. M/s. ABN Amro Bank N.V.,  
9th Floor, Sakhar Bhavan,  
Nariman Point, Mumbai-400 021  
(Hereinafter referred to as the "1st Party Bank")  
Represented by :  
Mr. Vikas Kohli—AVP (Admn.)  
Mr. Anil B. Salvi—VP (HR)

M/s. Kleenwel (India),  
House Keeping Consultants & Contractors,  
1st Floor, General Assurance Building,  
232, D. N. Road, Mumbai-400 001  
(Hereinafter referred to as "the Contractor")  
Represented by :  
Mr. Jacob Joseph, Proprietor

2. Mr. Prakash R. Ghole,  
Juni Vithbhati Chawl, Room No. 19,  
Shivram Singh Compound,  
SPS Marg, Bhandup (W), Mumbai-78  
(Hereinafter referred to as "the 2nd Party")

### SHORT RECITAL

Whereas the 2nd party herein Mr. Prakash R. Ghole has served a Demand & Justification letter dated 24-11-1999 on the 1st party Bank herein i.e. ABN Amro Bank NV alleging that the Bank has illegally and orally terminated his services w.e.f. 13-11-1999 and demanded for reinstatement in the original post i.e. Peon w.e.f. 13-11-1999 with full backwages and all other consequential benefits including wages as given to other Peons employed by the Bank w.e.f. the date of his appointment i.e. 28-1-1994, etc.

And whereas in the absence of any favourable reply from the 1st party Bank, the 2nd party herein approached

the Regional Labour Commissioner (Central) under the provisions of the Industrial Disputes Act, 1947.

And Whereas upon receipt of Notice from the office of the Asstt. Labour Commissioner, the 1st party Bank attended the office of the Asstt. Labour Commissioner and filed its reply, etc. However, on not reaching any amicable solution on the alleged dispute, a Reference being Reference CGIT-II/103 of 2000 came to be referred before the Hon'ble Central Govt. Industrial Tribunal No. 2, Mumbai, for adjudication.

And whereas the 2nd party has filed his Statement of Claim dated 3-1-2001 claiming to be workman of the 1st party Bank and praying for reinstatement in services w.e.f. 13-11-1999 with full backwages and continuity of services and all other consequential benefits.

And Whereas, the 1st party Bank has filed its Written Statement dated 8-5-2001 wherein the Bank has categorically contended that the 1st party Bank has never appointed the 2nd party and that he was not at all an employee of the Bank and therefore there was no employer-employee relationship between the 1st party Bank and the 2nd party herein and as such the question of terminating his services by the Bank did not at all arise. It was further contended therein that the 1st Party Bank has engaged a Housekeeping Contractor namely, M/s. Kleenwel (India), House Keeping Consultants and Contractors, (hereinafter referred to as "the Contractor") for the purpose of carrying out the work of housekeeping. It was further contended that on information it was revealed that the said Contractor had appointed one Mr Prakash R. Ghole (i.e. the 2nd party herein) as their employee for doing the work of supervising the housekeeping work of the employees of the Contractor.

And whereas at present, the said Reference is at the stage of cross-examination of the witness of the 1st party Bank before the Hon'ble Central Govt. Industrial Tribunal, Mumbai.

And whereas the 2nd party herein Mr. Prakash R. Ghole, having now realized and accepted that he was/is not at all an employee of the 1st party Bank but was an employee of the said Contractor engaged by the 1st party Bank, has now approached the Contractor with a request to monetarily settle his dispute amicably out of court on humanitarian ground and simultaneously has agreed to file necessary Application before the Hon'ble Central Govt. Industrial Tribunal with a request to pass necessary Award disposing of the said Reference CGIT-II/103 of 2000 in terms of the Settlement.

And whereas the Contractor, purely on humanitarian ground and without creating any condition precedent, has accepted the said request of the 2nd party and after protracted negotiations by and between the

Contractor and the 2nd party, the parties have arrived at an amicable settlement on the terms and conditions mentioned hereinbelow :—

### TERMS AND CONDITIONS

1. That the 2nd party herein Mr. prakash R. Ghole do hereby irrevocably accepts and confirms that he was the employee of the said Contractor namely M/s. Kleenwel (India), House Keeping Consultants & Contractors, and that the said Contractor has irrevocably accepted and ratified the status of the 2nd party as his direct employee and that the 2nd party has been in their services at all material times/ relevant times.
2. That it is hereby specifically agreed by and between all the parties that the 1st party Bank i.e. M/s. ABN Amro Bank NV has never been the employer of the 2nd party herein at any point of time.
3. That the Contractor has agreed to pay to the 2nd party herein, a lumpsum amount of Rs. 7,50,000 (Rupees seven lakhs and fifty thousand only), subject to deduction of tax at source, if any, and the 2nd Party has agreed to accept the same and pass necessary Receipts for the said amount, in full and final settlement of all his claims and dues from the said Contractor M/s. Kleenwel (India) arising out of the said Reference CGIT-II/103 of 2000 including his claims arising out of his employment, non-employment, loss of future employment, etc. and that he will have no claim whatsoever against M/s. Kleenwel (India) hereinafter.
4. It is specifically agreed by and between the parties that on receipt of the aforesaid lumpsum amount from the Contractor by the 2nd Party, the 1st party Bank is totally absolved from any liability, either monetary or otherwise, as claimed in and arising out of the said Reference CGIT-II/103 of 2000 and that the 2nd party shall have no claim of whatsoever nature against the 1st party Bank i.e. ABN Amro Bank NV, in future.
5. It is further specifically agreed by the 2nd Party herein Mr. Prakash R. Ghole that on receipt of the aforesaid lumpsum amount by him, he shall have no claims of whatsoever nature, in future, either monetary or otherwise, either against the 1st party Bank i.e. M/s. ABN Amro Bank NV and/or against the said Contractor i.e. M/s. Kleenwel (India), in respect of the dispute covered by the Reference CGIT-II/103 of 2000 between the Employers in relation to the management of ABN Amro Bank Mumbai and Their workmen, and all such disputes and claims arising therefrom, including his claims of reinstatement, reemployment, backwages, bonus,

LTA, leave wages, gratuity, PF, etc., shall be deemed to have been settled fully, finally and irrevocably.

6. That the lumpsum amount mentioned in para 3 above, shall be treated as spread over, for the purpose of income tax.
7. It is specifically agreed by the 2nd party Mr. Prakash P. Ghole that this Agreement/Settlement shall be filed before the Hon'ble Central Govt. Industrial Tribunal No. II, Mumbai, in Reference CGIT-II/103 of 2000, and pray to the Hon'ble Tribunal to pass an Award in terms of this Settlement and dispose of the said Reference accordingly.
8. The contractor shall make the payment of the aforesaid lumpsum amount of Rs. 7,50,000 subject to deduction of income tax at source, to the 2nd party in the presence of the Hon'ble Central Govt. Industrial Tribunal on the date set down for disposal of the said Reference and the 2nd party shall at the same time/simultaneously pass necessary receipts of the payments.
9. It is further specifically agreed and understood that this Settlement has been signed by the 2nd party out of his own free will and that there is no duress or coercion on him from anybody for signing this Settlement.

In witness whereof all the parties append their signatures in token of having accepted the above terms and conditions, on the date, month and year mentioned hereinbelow :

**Mumbai, Dated this 3rd day of January, 2008**

Signed Sealed and Delivered by the within named 1st party Bank M/s. ABN Amro Bank NV through Mr. Vikas Kohli (AVP-Admn.) and Mr. Anil B. Salvi (VP-HR)	}	Sd- (Vikas Kohli) Sd/- (Anil B. Salvi)
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Signed Sealed and Delivered by the within named Contractor M/s. Kleenwel (India) through its Proprietor Mr. Jacob Joseph	}	Sd/- (Jacob Joseph)
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Signed Sealed and Delivered by the within named 2nd party i.e. Mr. Prakash R. Ghole	}	Sd/- (Prakash R. Ghole)
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### Witnesses :

Sd/-

1. Awin Jacob

Sd/-

2. M. K. Ghole

Copy of receipt is annexed with this agreement.

Dated : 3-1-2008

**RECEIPT**

Received with thanks from M/s. Kleenwel (India), House Keeping Consultants & Contractors, a Cheque No. 483318, dated 3-1-2008, for Rs. 5,71,080 (Rupees five lakhs seventy one thousand eighty only), drawn on ABN Amro Bank, in my favour, towards the full and final settlement as mentioned in the Settlement dated 3-1-2008 arrived by and between myself, M/s. Kleenwel (India), House Keeping Consultants & Contractors, and M/s. ABN Amro Bank NV, as under :

Lumpsum amount	Rs. 7,50,000
Less : Income Tax (TDS)	Rs. 1,78,920
Net Amount Payable	Rs. 5,71,080

I do hereby specifically agree and confirm that on receipt of the aforesaid Cheque and realization thereof, I shall have no claims of whatsoever nature, in future, either monetary or otherwise, either against M/s. ABN Amro Bank NV and/or against M/s. Kleenwel (India), House Keeping Consultants & Contractors, in respect of the disputes covered by Reference CGIT-II/I03 of 2000 between the Employers in relation to the management of ABN Amro Bank NV, Mumbai and Their workmen and all such disputes and claims arising therefrom, including my claims of reinstatement, reemployment, backwages, bonus, LTA, leave wages, gratuity, PF, etc., shall be deemed to have been settled fully, finally and irrevocably.

Mumbai, Dated this 3rd day of January, 2008.

I Say Received :

Sd/-  
(Prakash R Ghole)

**Witnesses :**

Sd/-

1. Alwin Jacob

Sd/-

2. Mukund Ghole

**BEFORE THE HON'BLE CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI**

Reference No. CGIT-II/I03 of 2000

**Between :**

The Employers in relation to the Management of  
ABN-AMRO Bank, Mumbai . . . . 1st Party

And

Their Workmen . . . . . 2nd Party

**MAY IT PLEASE THIS HON'BLE TRIBUNAL :**

The 2nd Party Workman Mr. Prakash Ghole most respectfully submits that the dispute covered in the above matter has been amicably settled by me vide Settlement dated 3-1-2008, a copy of which is enclosed herewith at Annexure-A.

In view of the above, I do not desire to pursue the above Reference any more and hence most respectfully pray that the same may kindly be disposed of by this Hon'ble Tribunal by passing an Award in terms of the said Settlement dated 3-1-2008.

Mumbai, Dated this 3rd day of January, 2008

Sd/-  
(Prakash Ghole)  
2nd Party Workman

नई दिल्ली, 26 फरवरी, 2008

का. आ. 622.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ ट्रावणकोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 331/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/244/2002-आई आर (बी-1)]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 622.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 331/2006) of Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Travancore, and their workmen which was received by the Central Government on 26-2-2008.

[No. L-12012/244/2002-IR (B-I)]  
AJAY KUMAR, Desk Officer

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, ERNAKULAM**

**PRESENT :**

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Thursday the 22nd day of November 2007/1st  
Agrahayana 1929)

**I.D. 331 of 2006**

**(I.D. 27/03 of Labour Court, Ernakulam)**

Workman : V. Rajagopalan,  
S/o K. Venketa Rao,  
Marathaumadam,  
Eroor (West), Thrippunithura  
By Adv. Sri. K. Ramakumar

Management : The Deputy General Manager,  
State Bank of Travancore,  
Zonal Office,  
Ernakulam-682 011  
By Adv. Sri. Saji Varghese

This case coming up for hearing on 22-11-2007, this Tribunal-cum-Labour Court on the same day passed the following :

### AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act challenging the action of the management in dismissing the worker, Shri V. Rajagopalan from service.

2. Though both sides entered appearance and filed their pleadings, when the matter came up for evidence, the worker remained absent continuously. The management witness (Enquiry Officer) was present, a second time. The Enquiry officer was examined in chief and the enquiry file was marked as Ext. M1. He has stated that he had conducted the enquiry complying with the principles of natural justice and fair play. The workman was represented by a co-worker. The workman was given copies of management documents. He participated in the enquiry throughout the proceedings. He was given ample opportunity to cross-examine management witnesses and adduce defence evidence. The findings are entered on the basis of the evidence on record. In the light of the evidence of MW1 and Ext. M1, I find that the enquiry is valid and findings are properly drawn based on evidence.

In the result, an award is passed finding that the action of the management in dismissing the workman Shri V. Rajagopalan from service is legal and justified and the workman is not entitled for any relief.

Typed, corrected and passed by me on this the 22nd day of November, 2007.

P. L. NORBERT, Presiding Officer

### APPENDIX

#### Witness for the management :

MW1 : Sri Mathews John

#### Exhibits for the management :

M1 : Enquiry file

नई दिल्ली, 26 फरवरी, 2008

का. आ. 623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 237/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-41012/19/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 623.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 237/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of Southern Railway and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-41012/19/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

### ANNEXURE

### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT :

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Thursday the 22nd day of November, 2007/  
1st Agrahayana 1929)

I.D. 237 of 2006

(I.D. 13/2000 of Labour Court, Ernakulam)

Workman : Sri K. Hassankoya,  
S/o Koyamu,  
C/o Seethi, Kodakkallu  
Parambil, House, Farook  
College, P.O., Faroke,  
Kozhikkode-673 632

By Adv. C. Anil Kumar

Management : The Divisional Personnel  
Officer,  
Southern Railway,  
Divisional Officer,  
Palakkad

By Adv. P.M.M. Najeeb Khan

This case coming up for hearing on 22-11-2007, this Tribunal-cum-Labour Court on the same day passed the following :

### AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act questioning the termination of the service of the worker.

2. On notice both sides entered appearance and filed their pleadings. However when the matter came up for evidence, the worker remained absent and the counsel reported that he had no instructions from the worker. In the circumstances it had to be presumed that there is no

existing dispute between the parties and no adjudication is required.

In the result, an award is passed finding that the action of the management in terminating the service of Shri K. Hassankoya (worker) is legal and justified and the workman is not entitled for any relief. The award will come into force one month after its publication in the official gazette.

Typed, corrected and passed by me on this the 22nd day of November, 2007.

P.L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 26 फरवरी, 2008

का. आ. 624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी फेडरल बैंक लि. के प्रबंधन के संबद्ध निवृत्तियों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 70/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/242/1997-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 624.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of The Federal Bank Ltd., and their workmen which was received by the Central Government on 26-2-2008.

[No. L-12012/242/1997-IR (B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT :

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 22nd day of October, 2007)

**L.D. No. 70 of 2006**

**(I.D. 37/98 of Labour Court, Ernakulam)**

Union : The General Secretary,  
Federal Bank Employees Union,  
P.B. No. 10, Alwaye-683 101

By Adv. Sri C. Anil Kumar

Management : The Chairman,  
The Federal Bank Ltd.,  
Head Office, Federal Towers,  
P.B. No. 103, Aluva-683 101.

By Adv. M/s. B.S. Krishnan  
Associates.

This case coming up for final hearing on 16-10-2007, this Tribunal-cum-Labour Court on 22-10-2007 passed the following :

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act 1947. The dispute is about the correctness of the termination of the service of Shri Ajith A. Mehta, a sub-staff of Federal Bank.

2. The facts of the case in brief are as follows :

Shri Ajith A. Mehta was a sub-staff of Rajkot Branch of Federal Bank. On the allegations that he had misappropriated money entrusted to him by customer for remittance and had failed to get the charge of the bank recorded in the R.C. Book of the scooter purchased by him with bank loan and had sold the vehicle without the permission of the bank and without closing the loan account, disciplinary proceedings were initiated and a domestic enquiry was conducted. He was found guilty of the misconduct alleged and was dismissed from service.

3. According to the worker the enquiry was conducted without complying with the principles of natural justice and affording sufficient opportunity to prove his innocence. The findings are not based on material evidence. The punishment is excessive and disproportionate to the charges. He is the sole bread winner of the family.

4. According to the management the enquiry was conducted in full compliance with the principles of natural justice. The workman had fully participated in the enquiry. The workman was allowed to take the assistance of a co-worker. He was given opportunity to cross-examine management witnesses and adduce defence evidence. The findings are supported by evidence on record. The misconduct proved are very serious in nature. Hence the Disciplinary Authority imposed the punishment of dismissal. It is legal and proper and no interference is called for.

5. In the light of the above pleadings the following points arise for consideration :—

1. "Whether the enquiry is valid?
2. Are the findings of enquiry officer sustainable?
3. Whether the punishment is proportionate?
4. Reliefs."

The evidence consists of Ext. M1 Enquiry file alone.

6. **Point No. 1:**—Though the claim statement contains a pleading that the enquiry was conducted in violation of the principles of natural justice, it was not seriously pursued at the time of adjudication. Moreover it is seen from the enquiry report that adequate opportunity was given to the worker to adduce defence evidence and cross-examine management witnesses. The worker has not been able to point out any lapse on the part of Enquiry Officer. Hence I hold that there is no infirmity in the conduct of enquiry.

7. **Point No. 2 :**—The worker was a sub-staff at the time of the incident. But he happened to deal with money transaction of customers. The allegation is that on 18-12-1992 one Shri Babulal D. Ramani had handed over four applications for purchase of shares of companies for which Federal Bank was a collecting agent. Along with the applications the customer had given filled pay in slip and cash of Rs. 5,200 to the worker. The latter after affixing seal of the bank in the counterfoil of the pay in slip and share applications, handed over them to the customer. However the money was not remitted. Since the customer did not receive allotment order of shares within a reasonable time, he made enquiries with the bank. On 21-05-1993 one Shri M.J. Patel had similarly submitted 35 share applications along with pay in slips and cash of Rs. 1,09,375 to the worker for remittance. The worker remitted only Rs. 90,625 and misappropriated Rs. 18,750. The worker had availed a scooter loan of Rs. 12,240 on 07-05-1990. The loanee had to hypothecate the vehicle to the bank and the charge had to be recorded in R.C. book. The worker did not comply with this rule of the bank. On the other hand without closing the vehicle loan account and without permission of the bank the vehicle was sold by him.

8. In the enquiry three witnesses were examined and Exts. ME-1 to ME-22 were marked on the side of the management. Besides Exts. E-1 to E-11 were marked as enquiry exhibits. Though the worker was given opportunity to cross-examine management witnesses he did not want to cross-examine them.

9. The first part of first charge is that the worker had misappropriated Rs. 5,200 entrusted by customer Shri Babulal D. Ramani on 18-12-1992. Ext. E4 in Ext. M1 is a letter submitted by the worker to the Deputy General Manager P & IR Department of the bank on 02-01-1995 wherein he admits that he had utilised the money entrusted by customer due to financial crunch. The Vigilance Officer of the bank MW1 had conducted investigation into the incident. Ext. ME-1 is his report. Ext. ME-9 is the statement of customer Shri Babulal D. Ramani recorded by MW1. Complaints of applicants for purchase of shares and Exts. ME-3(ii), ME-4, ME-5 and ME-6. Ext. ME-7 is a letter written by worker to

Shri Babulal D. Ramani. Exts. ME-3 3(a), 3(b) and 3(c) are four counterfoils of share applications containing the seal of the bank. The investigating officer had also verified the vouchers and cash book entries of 18-12-1992. The then Branch Manager of Rajkot Branch was examined as MW-2 in the enquiry. He too had verified the cash book relating to the date, 18-12-1992. MW-3 was the Branch Manager of Rajkot Branch in 1995. The worker had submitted to him Ext. E4 letter admitting that he had settled and discharged all the liabilities pertaining to the charges. This was forwarded by MW-3 to the Head Office (P.I.R. Department). On the basis of this evidence the enquiry officer found that the 1st charge stands proved and I find no reason to differ from the finding.

10. The 2nd part of the first charge is that money entrusted to the worker by Shri M.J. Patel for remittance in bank for the purpose of purchasing shares, was not fully remitted. The vigilance officer, MW-1 had verified the vouchers, cash book officers' scrolls of 21-05-1993 and schedules of share applications submitted to the Registrar of issue. He found that out of six pay in slips, only five were available in bank, while the customer was in possession of six counterfoils of the slips which contain the initial of the worker. Photostat copies of counterfoils of pay in slips are ME-11 to ME-11(C) (in Ext. M1). Photocopies of counterfoils of share applications are ME-13 to 13(C). The worker wrote Ext. ME-14 letter to MW-1 stating that he had paid Rs. 23,750 to Shri M.J. Patel. Though the amount misappropriated was only Rs. 18,750 for the purpose of settling the issue the worker paid Rs. 23,750, MW-2 stated that Shri M.J. Patel had handed over Exts. ME-11 to 11(C) and ME-13 to 13(C) to him. The initials in the counterfoils were compared with the initials of worker in Attendance Register Exts. ME-15 and 16 and found to tally. It is relevant to note that in Ext. E-3 reply to the charge sheet the worker has stated that for want of time he could not remit the whole amount

o f  
Rs. 1,09,375. The story is not believable. He also did not report to the Manager or superior officers about non-remittance. Moreover in Ext. E-4 he admits that he had siphoned money of investors due to financial difficulties. Thus the 2nd part of the first charge is proved by documentary evidence as well as oral testimony.

11. The 2nd charge is that the worker had availed a scooter loan from the bank, but had failed to get the charge noted in the R.C. book. He sold the vehicle without permission and without closing the loan account. MW-2 deposed that in spite of repeated direction the worker did not bring the vehicle for inspection. During inspection of the branch the senior Inspecting Officer had asked all the staff members to bring vehicles, which were purchased with bank loan for inspection. But the worker did not comply with the direction. Ext. ME-20 is the loan application and ME-21 is the loan sanction order. In Ext. ME-19 the explanation of the worker is that he had

pledged the vehicle with a friend and borrowed some money but had not sold the vehicle. He submitted R.C. Book for perusal by Enquiry Officer. It did not contain the page for recording the transfer of ownership of the vehicle. Whatever that be, the vehicle was pledged without the knowledge of the bank. In Ext. E-3 he admits that he had sold the vehicle without settling the loan account due to financial hardship. Copy of R.C. book is attached to Ext. ME-19. It does not show the charge in favour of bank. The aforementioned evidence proves that the worker has violated the Rules of the bank regarding vehicle loans and committed the misconduct of breach of any rule of business of the bank.

12. The Enquiry Officer has meticulously analysed the evidence and based on solid materials, came to the conclusion that the worker is guilty of all the charges. No inroads are made by the defence to assail the enquiry report. Therefore I hold that the findings are legal and proper and suffer no vice.

13. **Point No. 3 :—**The punishment is dismissal from service. According to the worker the punishment is excessive. The Disciplinary Authority had not taken into consideration the mitigating circumstances. He is the sole bread winner of the family which consists of his bed ridden mother, two unmarried sisters and a younger brother. He has 12 years' unblemished service record. The misconduct is serious in nature, namely misappropriation of money of customers. It assumes importance when the institution, where he was working is a banking institution dealing with money of customers. Therefore absolute honesty on the part of staff members is required to gain the confidence of customers. Any conduct which shakes the credibility of the bank cannot be tolerated by the bank. In the circumstances therefore the worker does not deserve any leniency in the matter of punishment and it is commensurate with the misconduct.

14. **Point No. 4 :—**In the light of the above findings it follows that the worker is not entitled for any relief.

In the result an award is passed finding that the action of the management in dismissing the worker, Shri Ajith A. Mehta from service is legal and justified and he is not entitled for any relief. No cost. The award will come into force one month after its publication in the official gazette.

Typed, corrected and passed by me on this the 22nd day of October, 2007.

PL. NORBERT, Presiding Officer

#### Appendix

#### Exhibits for the management :

M1 — Enquiry file in respect of Sri Ajith A. Mehta.

नई दिल्ली, 26 फरवरी, 2008

का. आ. 625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी फेडरल बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 304/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/544/1998-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 304/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in Industrial Dispute between the management of The Federal Bank Ltd., and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-12012/544/1998-IR (B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT :

Shri P.L. Norbert, B.A., LL.B., Presiding Officer  
(Thursday the 26th day of October, 2007)

I.D. 304 of 2006

(I.D. 11/99 of Labour Court, Ernakulam)

Workman : Sri K.A. George,  
Kalaparambath House,  
Iranikulam, Kukkulisseri,  
Thrissur.

By Adv. Sri C. Anil Kumar

Management : The Chairman,  
The Federal Bank Ltd.,  
Head Office, Federal Towers,  
P.B. No. 103, Aluva-683 101.

By Adv. Sri Saji Varghese

This case coming up for final hearing on 23-10-2007, this Tribunal-cum-Labour Court on 26-10-2007 passed the following :

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act, 1947. The correctness of the action of management in treating the service of Sri K.A.

George as voluntarily retired w.e.f. 21-04-1993, is challenged by the worker.

2. According to the worker he had joined the service of the bank as bankman in 1978. He was promoted as typist clerk. During 1992 he had applied for leave for joining his wife who was working in Saudi Arabia. Since the married couple had no issues, as per the advice of the doctor he was cohabiting with his wife in Saudi Arabia. He had applied for extension of leave. But there was no response from the bank. During August 1993 the workman received a letter of termination from the bank. He was not given an opportunity of being heard. No charge sheet was issued and no enquiry was conducted. The termination is illegal. He has an unblemished record of service. He had no intention to abandon his service. At any rate, the punishment is excessive. He is liable to be reinstated.

3. The management contends that the workman had initially applied for 45 days of privilege leave which was sanctioned. But he did not avail the leave. Subsequently on 10-07-1992 he applied for 79 days of privilege leave from 14-07-1992 to 30-09-1992. As per Leave Rules he has to apply one month ahead of leave period. Since that was not complied with, leave was not granted. Even after 79 days he did not join duty or furnish reasons for his continued absence. He was issued with a notice dated 05-12-1992 asking his explanation for his absence. There was no reply. Hence on 19-03-1993 a memo was issued to him (Ext. M-10) asking him to report for duty within 30 days of the receipt of memo, failing which he would be treated as voluntarily retired on expiry of the period of notice. He did not respond. Hence the bank treated him as voluntarily retired from service w.e.f. 21-04-1993 by order dated 05-07-1993 and communicated to the worker. On receipt of the order the worker applied for his retiral benefits and when sanctioned, requested the bank to adjust the amount towards housing loan outstanding. The workman had abandoned his job with an intention to join his wife in Saudi Arabia and take up employment there. He was given show cause notice as well as notice to join duty within 30 days. The order of voluntary retirement was also sent to him. There is no violation of the principles of natural justice.

4. In view of the above contentions the following points arise for consideration :—

1. Had the workman remained absent continuously for 90 days or more ?
2. Had he abandoned his job ?
3. To what reliefs he is entitled ?

The evidence consists of the oral testimony of WW1 and documentary evidence of Exts. W1 and W2 series on

the side of worker and MW1 and MW2 and Exts. M1 to M-25 on the side of management.

5. Point No. 1 : The worker had joined the service of the bank as bankman in 1978. He was promoted as typist clerk in 1981. According to him in 1992 he had applied for long leave to join his wife who was a nurse in Saudi Arabia. In the claim statement it is pleaded that he had applied for 45 days' leave and thereafter for extension of leave. But there was no information from the bank regarding his request for leave. Instead he received a letter of termination in August 1993. But it is the case of the management that though 45 days' privilege leave was sanctioned in 1992, the worker did not avail the leave. After some time he applied for privilege leave for 79 days from 14-07-1992 in order to visit Saudi Arabia. Since leave application was not submitted as per Leave Rules sufficiently early, it was not granted. Despite that the worker overstayed beyond the leave period applied for without intimation. In the evidence the worker (WW1) admits that he had not availed leave of 45 days initially sanctioned, but later he had applied for 79 days' privilege leave for the purpose of going abroad.

6. Ext. M-19 is the leave application dated 10-7-1992 requesting for privilege leave for 79 days from 14-07-1992 to 30-09-1992. Ext. M8 is copy of a letter sent by the bank to the worker in Saudi Arabia addressed on 05-12-1992 intimating that the leave applied for was not granted, that he had failed to join duty even after the said period, or inform the bank the reason for his continued absence and that he was seeking employment abroad. His explanation was sought as to why disciplinary action shall not be taken. There was no reply. By Ext. M-10 dated 19-03-1993 the worker was asked to report for duty within 30 days failing which to treat him as voluntarily retired. This was sent both in Saudi Arabia and Trichur addresses. There was no response. At last Ext. M1 order dated 05-07-1993 was issued to the worker in his Saudi Arabia and Trichur addresses. The order states that he was treated as voluntarily retired from service w.e.f. 21-04-1993. Thereafter for the first time the worker responded after he left for Saudi Arabia by Ext. M2 letter dated 31-08-1993. He stated that the privilege leave for 79 days applied for was not granted by the bank, that his name was removed from the service of the bank w.e.f. 21-04-1993 by order dated 05-07-1993 and that he was requesting for encashment of privilege leave. On the same day Ext. M2(a) letter even dated was also sent requesting for sanction of ex-gratia payment of Rs. 900/-. On 10-10-1993 by Ext. M-20 he applied for gratuity. On 07-12-1993 by Ext. M-21 he applied for final settlement of provident Fund. On 7-12-1993 he sent Ext. M-3 letter to the bank requesting to credit gratuity and P.F. amounts towards Housing Loan Account. Ext. M-22 is a receipt dated 31-01-1994 signed by the worker for having received P.F. amount. Ext. M-24 dated 01-09-1996 is an application



for final settlement of P.F. It is in the prescribed form. In the 1st paragraph it is mentioned that he had retired from service. Ext. M-25 is a receipt dated 21-10-1996 acknowledging receipt of balance amount of P.F. It is after 4 years from the date of removal of his name from the rolls of the bank, that he came up with a review petition (Ext. M4) on 10-03-1997 requesting to reinstate him as he had come back permanently to India, that he did not succeed in getting a job in Saudi Arabia, that due to illness of his wife he could not return to India and that he was without a job and source of income. Thus the worker admits that from 14-07-1992 onwards he was remaining absent without sanction for leave and for the period from 01-10-1992 he had not applied for leave and that by Ext. M1 order dated 05-07-1993 his name was removed from the rolls of the bank. He does not deny receipt of Ext. M-10 letter from bank asking him to report for duty within 30 days. Ext. M-10 was issued 8 months after he remained about continuously and unauthorisedly. He has no case that prior to 1997 he had returned to India. The worker thus remained absent for more than 90 days continuously.

**7. Point Nos. 2 and 3 :—**Ext. M-15 is copy of relevant provision of 5th Bipartite settlement. Clause 17 deals with voluntary cessation of employment. Clause 17(a) says that if an employee absent himself from work for a period of 90 or more consecutive days without applying for leave or extension of leave or without any leave to his credit or beyond the period of leave sanctioned or when there is satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duty, management may at any time thereafter give a notice to the employee calling upon him to report for duty within 30 days of the date of notice. If he fails to report for duty or offer an explanation for his absence, the employee will be deemed to have voluntarily retired from Bank's service.

**8.** The evidence discussed above shows that the worker remained absence unauthorisedly for 8 months prior to the notice under Clause-17(a) of Ext. M-15 Bipartite settlement. In Ext. M4 review petition of the worker submitted to the management it is stated : "I have tried for a job there but every attempt was failed." Coupled with that he never replied to any of the letter and notice i.e. Exts. M-18 & M-10. Privilege leave for 79 days applied on 10-07-1992 was not granted as it was not in tune with leave rules. Ext. M-7 is relevant portion of 1st Bipartite settlement. Chapter XIII deals with Leave Rules. Clause 13(2) says that an employee who desires to obtain leave, other than causal leave, shall apply in writing not less than one month before the date from which leave is to commence except in urgent cases or unforeseen circumstances. The worker applied for privilege leave on 10-07-1992 and the leave had to commence on 14-07-1992. Since the application was not in compliance with Clause 13.2 referred above, leave was not granted.

That apart even after 79 days, he did not join duty or informed the bank the reasons for his absence. After Ext. M1 order dated 05-07-1993 treating him as having voluntarily retired w.e.f. 21-04-1993 he applied for retiral benefits and received the same. These circumstances and evidence clearly prove that the worker remained absent unauthorisedly for more than 90 days continuously. He had tried for a job in Saudi Arabia admittedly (Ext. M4). That means the worker had no intention of joining duty in the service of the bank. As per the deeming provision, Clause 17(a) of Ext. M-15 Bipartite settlement, on the expiry of the period of notice (Ext. M-10), the management is free to treat him as voluntarily retired and remove his name from the rolls of the bank. No further action is required. In view of the provision in the Bipartite settlement no domestic enquiry is necessary. The position is supported by the decision of Hon'ble Supreme Court in Punjab and Sind Bank Vs. Sakattar Singh 2001-1-LLJ 174. The action of the management is legal. There is no violation of any provision of law or principles of natural justice. Points are answered accordingly.

In the result an award is passed finding that the action of the management in treating Sr. K.A. George as having voluntarily retired from service w.e.f. 21-04-1993 is legal and justified and he is not entitled for any relief. No cost.

(Typed, corrected and passed by me on this the 26th day of October, 2007).

P.L. NORBERT, Presiding Officer

#### APPENDIX

##### Witnesses for the workman :

WW1 — 24-02-2003 Sri George.

##### Witnesses for the Management :

MW1 — 21-06-2001 Sri Syriac Jose.

MW2 — 25-10-2004 Sri K.N. Unnikrishnan.

##### Exhibits for the workman :

W1 — 13-03-2002 Medical Certificate.

W2 — — Prescriptions (5 numbers).  
series

##### Exhibits for the management :

M1 — 05-07-1993 Photostat copy of the letter issued by the management to worker.

M2 — 31-08-1993 Letter sent by the worker to the Management.

M2(a) — 31-08-1993 Letter sent by the worker to the Management.

M3	—	07-12-1993	Photostat copy of the letter sent by worker to the management.
M4	—	10-03-1997	Review petition submitted by worker to the management.
M5	—	02-09-1997	Letter issued by the management to the worker.
M6	—	01-06-1998	Copy of Representation submitted by worker before the Assistant Labour Commissioner.
M7	—	19-10-1996	Photostat copy of Chapter XIII in the 1st Bipartite Settlement.
M8	—	05-12-1992	Letter issued by the management to the worker.
M9	—	—	Photostat copy of Local Delivery Book of the Management.
M-10	—	19-03-1993	Copy of letter issued by the Management to the worker.
M-11	—	—	Photostate copy of local delivery book of management.
M-12	—	—	Returned postal cover and acknowledgement card.
M-13	—	17-09-1984	Photostat copy of Clause XIV. 4. in the 4th Bipartite settlement.
M-14	—	—	Photostat copy of Clause XVI in the 4th Bipartite settlement.
M-15	—	10-04-1989	Photostat copy of Clause 17 in the 5th Bipartite settlement.
M-16	—	13-07-1993	Copy of letter issued by the Management to the worker.
M-17	—	06-09-1993	Copy of letter issued by the management to the worker.
M-18	—	15-11-1993	Copy of letter issued by the management to the workman.
M-19	—	—	Application for leave submitted by the workman.
M-20	—	—	Application for Gratuity submitted by the workman.
M-21	—	—	Application for final settlement of Provident Fund submitted by workman.
M-22	—	31-01-1994	Receipt issued by the workman.
M-23	—	11-12-1995	Letter sent by the workman to the Management.

M-24 — — Application for final settlement of Provident Fund submitted by the workman.

M-25 — 21-10-1996 Receipt issued by the workman.

नई दिल्ली, 26 फरवरी, 2008

का. आ. 626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेवल मेटेरियलस् रिसर्च लेबोरेट्री के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं-II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/21 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-14012/43/2004-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th February, 2008

S.O. 626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/21 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure, in Industrial Dispute between the employers in relation to the management of Naval Materials Research Laboratory and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-14012/43/2004-IR(DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT :

A.A. Lad, Presiding Officer

Reference No. CGIT-2/21 of 2005

Employers in relation to the Management of Naval Materials Research Laboratory

The Director,  
Naval Materials Research Laboratory,  
Shil Badlapur Road,  
P.O. Anandnagar,  
Ambernath,  
Distt. Thane-421 506

#### AND

Their Workmen,  
Shri D.G. Sonawane,  
Dr. Ambedkar Nagar,  
'A' Block No. 298,  
Near 10th Chawl,  
Ulhasnagar-421 004

**Appearances :**

For the employer : Mr. V. Narayanan,  
Advocate

For the workmen : Mrs. Shobha Ramadasan,  
Advocate

Mumbai, dated 4th January, 2008

**AWARD**

The Government of India, Ministry of Labour by its Order No. L-14012/43/2004/IR(DU) dated 25-11-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Director of Naval Material Research Laboratory, Ambernath (Thane District) in terminating the services of Shri D.G. Sonawane, Allied Laboratory Services ‘A’ (an erstwhile ‘Helper’) vide order dated 13-11-2001 is legal, justified and proper? If not, what relief the workman is entitled to and from what date and what other directions are required?”

2. In support of demand second party filed claim statement at Ex-6 making out case that he was appointed as Helper by first party by order dated 06-11-1998. He worked in Metallurgic Department of the first party. He was on probation when appointed and it was extended time and again by period of 6 months and last was extended by letter dated 18-5-2001.

3. During the probation period, concerned workman proceeded on medical leave and sent medical certificates. He was on leave from 18-7-2001 to 17-9-2001. During that period notice was issued by the first party mentioning that he remained absent on unauthorised leave from 18-7-2001 and was asked to report on duty from 18-9-2001 and warned if failed, his services will be treated as terminated.

4. On 18-9-2001, according to second party, he submitted medical certificate of Dr. M.K. Wani who advised him to take rest from 18-7-2001 to 17-9-2001. He also produced fitness certificate of 18-9-2001. He also resumed on duty on 18-9-2001 and worked till 27-9-2001. According to second party, again he fell sick and was undergoing for treatment. That time Dr. M.K. Wani advised him to take rest. He intimated that event by letter dated 28-9-2001 by Under Certificate of Posting by which he requested to grant leave. During that period, he received telegram from first party by which first party intimated that his services were terminated w.e.f. 13-11-2001.

5. According to second party, he was unable to report on duty from 28-9-2001 onwards. He received

termination order on 28-9-2001 though he informed about sickness. According to him, he was sick from January 2001 to November 2001 for about 12 months. During that period he was suffering from continuous vomiting, chest pain and various other ailments. He was unable to take one glass of water. Even his doctor was unable to diagnose his ailment. However it was not considered by first party and it took action of termination which is against principles of natural justice and against the provisions of Industrial Disputes Act. So he pray to set it aside with direction to first party to take him in employment with full back wages and continuity of services.

6. This demand is resisted by first party by filing reply Ex-7 making out case that this Tribunal has no jurisdiction. According to first party, Institute like first party is exempted from the definition of ‘industry’. Since it is not an ‘industry’, this Court has no jurisdiction and for that Central Government is not ‘appropriate Government’.

7. It is further stated that concerned workman was appointed on probation for two years. Employee on probation can be terminated by giving one month’s notice. Even employer has right to terminate service during probation. His probation was extended twice. His work was not satisfactory. He was remaining absent unauthorisedly and as such, decision taken by first party in terminating second party during probation on ground of unsatisfactory work cannot be challenged here. It is further stated that concerned workman did not report and remained absent for 62 days without intimation. It is denied that he sent letter by which he intimated about his sickness and his ailment. It is denied that decision taken by first party is not just and proper. It is denied that second party is entitled to reinstatement with back wages and continuity of service.

8. Second party filed rejoinder to written statement at Ex-9 denying the case of the management and contention taken by it.

9. In view of above pleadings, issues were framed at Ex-10 which I answer as follows :—

Issues	Findings
(i) Whether this Tribunal has jurisdiction ?	Yes
(ii) Is the termination under challenge just and proper ?	Yes
(iii) Is he entitled to reinstatement and back wages ?	No
(iv) Is he entitled for any relief ?	Does not arise
(v) What order ?	As per order below

**REASONS****Issue No. 1**

10. First party has made out case that it being educational institute, it is not an 'industry'. Since it is not an 'industry', this Court has no jurisdiction. Whereas case of second party is that he was appointed by first party. First party is functioning systematically. Beside these contentions, from both the sides no other case is made out by them. Even it is not pointed by advocate for first party, how this Tribunal has no jurisdiction? It is matter of record that reference was sent by Ministry of Labour & Employment, Government of India. When reference is sent by Central Government, it is not challenged by first party before any forum. If at all decision of sending reference by Central Government is not liked by it, first party ought to have challenged it before proper forum. However it is not challenged by it. Besides it is not pointed out how first party is not an 'industry' and how it can be taken away from the definition of industry? No specific reasons are given by the first party as burden is on first party to show that it is not an 'industry'.

11. As stated above, reference is sent by Central Government. Said decision of sending reference by Labour Ministry, Central Government is not challenged by first party. So I presume that this Tribunal has jurisdiction as this Court has not suo-motu entertained the grievances of the second party. This tribunal is considering grievances which are referred by Central Government under Section 10 of Industrial Disputes Act. So I observe this Tribunal has jurisdiction.

**Issue No. 2**

12. Second party came out with case that during his employment, i.e. from 6-11-98, he was in the employment of first party. During the period from 18-7-2001 to 17-9-2001 he was on medical leave since he was suffering from gastric problems. He was under treatment of Dr. Wani. He intimated to first party but it was not considered by it. Thereafter he resumed on duty on 18-9-2001 and worked till 27-9-2001. Again he fell sick and went for treatment. Doctor advised him to take rest. So by letter dated 28-9-2001 he intimated same to first party. However, first party by order dated 13-11-2001 terminated the services of second party. According to concerned workman, said termination is illegal. Whereas case of first party is that probation of second party is extended twice. His work was not satisfactory. He was remaining absent unauthorisedly. Since his work was not satisfactory and since his probation was extended twice, Management has every right to terminate his services.

13. As far as absence of second party during probation without authorised leave between 18-7-2001 to 17-9-2001 is concerned, is not disputed by concerned

workman. On the contrary his case is that he was on medical leave between 18-7-2001 to 17-9-2001. It is his case that again he proceeded on medical leave from 28-9-2001 thereafter by letter dated 13-11-2001 his services were terminated.

14. It is matter of record that concerned workman was on probation. It is matter of record that he has no proof to show that he intimated his sickness and produced medical certificate as he allegedly forwarded to management by letter dated 28-9-2001. He also admits that he was terminated during probation as per the rules. When second party was terminated during probation, in my considered view concerned workman has no right to challenge such termination. Recent ruling published in 2007 III LLJ 700 reveals that termination during probation since not punishment, it is not treated as retrenchment and for that provisions under Section 25F and G does not required to be followed.

15. Here, termination is effected during probation. Admittedly his probation was extended twice. It is also admitted fact that he was terminated during probation. When he was terminated in probation, in my considered view, employee of this type has no protection and cannot seek any protection against the order passed by its employer. So according to me, termination effected on second party is just and proper. So I answer this issue to that effect.

**Issue Nos. 3 & 4**

16. Second party claimed reinstatement with back wages and continuity of service. However second party unable to prove that he was illegally terminated. He unable to prove that decision taken by first party is not just and proper. He unable to prove that, he can seek protection and can be reinstated. In the absence of all these, I conclude that second party is not entitled to any relief. So I answer these issues in negative.

17. In view of discussions made above, I conclude reference deserves to be rejected. Hence the order :

**ORDER**

Reference is rejected.

Dated 04-01-2008

A.A. LAD, Presiding Officer

नई दिल्ली, 26 फरवरी, 2008

का. आ. 627. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान ऐयरोनॉटिक्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/66 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-14012/1/2000-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th February, 2008

**S.O. 627.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/66 of 2000) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in Industrial Dispute between the employers in relation of the management of Hindustan Aeronautic Limited and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-14012/1/2000-IR (DU)]  
SURENDRA SINGH, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT :

A.A. Lad, Presiding Officer

Reference No. CGIT-2/66 of 2000

Employers in relation to the Management of  
M/s. Hindustan Aeronautics Limited

The Managing Director,  
Hindustan Aeronautics Ltd.,  
Nasik Division,  
P.O. Ojhar Township,  
Niphad Taluka,  
Nasik District (Maharashtra).

V/s.

#### Their Workmen :

Mr. S.S. Saiyad,  
At \$ P.O. Kokangaon,  
Tah : Niphad,  
Nasik-422206 (Maharashtra).

#### APPEARANCES

For the Employer : Mr. S.V. Alva, Advocate.

For the Workmen : Mr. M.B. Anchan, Advocate.

Mumbai, dated 31st December 2007

#### AWARD PART-II

The Government of India, Ministry of Labour by its Order No. L-14012/1/2000/IR (DU) dated 19-6-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Hindustan Aeronautics Limited, Nashik in

terminating the services of Shri S.S. Saiyad, an ex-Driver w.e.f. 11-12-1996 is legal and justified ? If not, to what relief the workman concerned is entitled ?”

2. Shri Saiyad worked as a Driver with the management Company to run the bus. Vide Statement of Claim (Exhibit-5) Saiyad averred that he was employed by the Company as Driver w.e.f. 23-3-1992 and consequently he was issued gate pass on 6-10-1992. Saiyad averred that he worked more than 240 days in each year and got wages Rs. 78 per day and in spite of that on the count of accident dated 11-12-1996 though he was not at fault, the first party discontinued him from that day and therefore his termination being contrary to the provisions of the Industrial Disputes Act hence illegal, the Company be directed to reinstate him in service with full back wages.

3. Management Company resisted the claim of Saiyad vide Written Statement (Exhibit-7) contending that Saiyad was not employed by the Company and that Company has to observe the Recruitment Rules and Regulations therefore question of his termination by the Company does not arise as he was not appointed by following recruitment rules. It is contended that Company is a Government of India Undertaking and since Saiyad was a contract labour covered under “Contract Labour (Regulation & Abolition) Act” which powers are vested with the State Government. Under Section 10 of the said Act, this Tribunal has no jurisdiction to entertain the reference. It is further contended that the appropriate Government for the management Company is the State Government and not the Central Government and therefore this Tribunal has no jurisdiction. It is averred that the reference is barred by the principle of resjudicata and also suffers from mis-joinder of parties. The company therefore contended since the appropriate Government is the State Government, the reference being non-maintainable, be disposed of.

4. On the basis of above pleadings, my learned Predecessor framed issues at Ex-20. Thereafter, he ordered to treat issue No. 1 as preliminary issue which he decided by Part-I Award on 3-9-2003 holding Tribunal has jurisdiction. Thereafter parties lead evidence on remaining issues which I answer as follows :

Issues	Findings
(i) Whether the reference suffers from mis-joinder of parties ?	No
(ii) Whether reference is barred by resjudicata ?	No
(iii) Whether it is proved that Shri S.S. Saiyad, continuously worked for 240 days in a year ?	Yes

Issues	Findings
(iv) Whether the action of the management of M/s. Hindustan Aeronautics Ltd., Nashik in terminating the services of Shri S.S. Saiyad, an ex-Driver w.e.f. 11-12-1996 is legal and justified ?	No
(v) What relief, the workman concerned is entitled ?	Concerned workman is entitled for reinstatement with 25% back wages.

### REASONS

#### Issue Nos. 2 & 3 :

5. These two issues are framed on the basis of the pleadings of first party and contention taken by it in para 1 (A, B, C, D). However no evidence is led by first party on those issues. Since burden is on the first party to prove how reference is bad for mis-joinder of necessary parties and it is not discharged properly. Besides issues of resjudicata is taken by the first party and it argued in its written arguments submitted at Ex-55 submitting that first party referred the proceedings filed by second party in Labour Court, Nashik which was disposed of by Labour Court, Nashik without reserving right of second party to file proceeding in the appropriate court. However second party has filed copy of his application which he filed in Nashik Court in complaint ULP Proceeding No. 39 of 1997, where he prayed to permit him to withdraw the complaint filed in Nashik Labour Court under MRTU and PULP Act with permission to file it before appropriate court saying that Central Government is the appropriate government on said subject. Nashik Labour Court passed an order "Permitted". As per that, Nashik Labour Court passed an order on Complaint ULP 39 of 1997 as follows :

"In view of Ex-U-7 the complaint is disposed of as withdrawn."

6. So by this, Nashik Labour Court permitted second party to withdraw his complaint ULP 39 of 1997 and permit it to file it in appropriate court. That means, right to file proceeding of second party in proper court was protected by Nashik Labour Court while disposing of complaint ULP No. 39 of 1997. So by any stretch of imagination, it cannot be observed that second party has no right to file the proceeding and his reference is hit by principles of resjudicata. So I answer these issues to that effect.

#### Issue Nos. 4 & 5 :

7. Second party Saiyad states that he worked for more than 240 days with first party and acquired his status as a permanent employee. Whereas case of first party is that, he is not direct employee of first party but he was a contract employee. He was not controlled by first party and he can not claim as employee of the first party. Page No. 17 produced with Ex-27 reveals that gate pass was given to second party from 6-10-1992 to 15-5-1996. So if we count straightaway working days of second party from 6-10-1992 to 15-5-96, it reveals that those days are more than 240 days in each calendar year. Besides, by this pass second party worked with first party and said gate pass was issued by the first party's officer to work with first party. Besides, page 18 of Ex-27 reveals that Manager (Transport) orders second party to work as a casual driver and report to him for further duties. Page 19 of Ex-27 reveals that, work order was given to second party by first party's transport office asking him to drive vehicle from factory to stadium complex. Page 20 of Ex-27 reveals that, second party was posted on 3rd shift. Page 21 of Ex-27 reveals that, there was no mistake from second party's side in the accident. Page 24-28 of Ex-27 reveals that second party worked as a Driver with first party. Page No. 1 of Ex-47 reveals that, third shift was given to second party. Page 2 of Ex-47 reveals that 2nd shift was given to second party and like wise page 3 to 8 of Ex-47 speaks. Page No. 8 of Ex. 53 reveals that salary was paid to second party of month of October-1997. It is pertinent to note that, these documents are not disputed by first party. Second party worked with first party from 23-3-92 upto his termination i.e. till 11-12-96 is also not disputed. Case of first party is that he worked during those days as a contract labour. This working second party reveals that he worked for more than 240 days in each calendar year to seek permanency and that fact is not disputed by first party.

8. The case of first party is that he worked for the above period but worked through contractor where as case of second party is that contractor cannot appoint second party and direct to work for first party. According to second party, he was the direct employee of first party and first party was controlling his work. For that second party place reliance on the documents produced with Ex.-27, 47. Out of them, some are referred above. As stated above page No. 6 of Ex-27 was issued by the HAL i.e. first party. Page 7 of Ex-27 was an order issued by Manager (Transport) of first party's. Page 8 of Ex-27 reveals that work order given by officer of the first party. Page 9 of Ex-27 reveals that, shift was given to second party. Page 24 to 27 of Ex-27 are the gate passes issued by first party to enable second party to enter in the premises of the first party. Documents produced with Ex-47 reveals that shifts are given to second party by the order of officer of the first party. Even witness examined by second party as well

as by first party reveals that second party was under control of first party. First party's witness admits Ex-27/17 and also admits page 19 of Ex-27. He admits that second party met with an accident on 11-12-96. Second party in his deposition make out case that he was directly under control of first party. Even witness, who worked with first party for some times is examined at Ex-50 who admitted that second party worked with first party. Copy of the Panchanama is produced with Ex-27 dated 11-12-96 of statement of one Sharma recorded by Police dated 11-12-96 which reveals that second party was not at fault during the alleged accident. Besides no criminal case appears to be filed against second party about alleged accident and in that he was convicted by competent Court. So all these reveal that there was no fault of second party in accident and it was merely an accident.

9. All these reveals that second party worked for first party. Record and proceedings reveals that he was terminated without holding enquiry. All these reveal that second party was under the control of first party. Evidence brought on record reveals that he was monitored by the first party's officer and he was entirely under the control of first party. Besides it is case of the first party that drivers like second party were taken on contract basis. It is not the case of the first party that contractor is asked to provide vehicle with driver. On the contrary, case of the first party is that they have their own vehicle. Even Second party has made such statement in his reply Ex-23 where he states that, first party has number of vehicles and to run those, they invited tenders from Contractors to supply drivers and accordingly drivers were taken from contractor to run the vehicle of first party. That means services are utilised of employee like second party to drive vehicle of first party. That means, first party has vehicle, but it wants to drive those with the help of contract employees. However, working of second party is entirely under the control of officers of first party. The documents referred above like work order, order of shift reveals that just drivers were supplied by contractors and they were controlled by officers of first party. As soon as they are provided with drivers and they enter the gate of the first party, they losses their control and drivers work directly under first party. Even decision taken by first party in punishing second party is that type of action taken by the first party presuming that, it can convict the employee like second party though in project that they are the contract workers. If at all they are contract workers, then how first party can punish or convict them ? It is not explained by first party. So action taken by first party itself reveals that it has control over activities of employee like second party and they were controlling and monitoring services of employee like second party. When it was like that how can it be said that, employee like second party cannot be called as employee of first party ? According to me, this control of the first party reveals that employee like second

party are the employees of it and since they worked for more than 240 days definitely they acquired permanency and protection under Industrial Disputes Act as given for such employees.

10. Here, in this case no enquiry was conducted. No charge sheet was served. Just first party relies on the admission of second party and punishes him. Infact the fact is different. One Sharma admitted the guilt saying it is not guilt of the second party. Still he was punished. No charge sheet was served. No opportunity was given. No notice was given. No retrenchment compensation was also given though he worked for more than 4 years continuously. Recent ruling came across published in 2007 III CLS 729 Delhi High Court observed that termination of employee of this type following provision of Section 25-F is illegal. As far as working of second party with first party from 1992 to 1996 is concerned, it is not disputed at all. The only case of first party is that, though he worked for above period, he worked through contractor. However evidence placed on record and case made out by both does not permit me to hold that second party worked through contractor for first party. On the contrary, I conclude that second party worked directly under control of first party and contractor was introduced just to invite second party's services and beyond that there was no scope to contractor in this matter. So I conclude that second party is employee of first party and first party has not taken legal steps while terminating his services. So I answer this issue to that effect.

#### Issue No. 6 :

11. In view of discussions made above, I conclude that action taken by first party in not permitting second party to report on duty is nothing but termination. Much is made by the first party that he was not recruited by following rules of recruitment. It is also stated by first party that no appointment order was given and no interview was taken. It is also case that no medical test was taken and first party being a public undertaking, cannot fill posts like that and so second party is not its employee. After all, all those are the mistakes of first party that they ought to have followed that procedure. Only because they have not followed that procedure, how workman like this can be held responsible ?

12. It was first party's job or duty to follow the recruitment procedure. When they did not follow it and still to enjoy the services of second party for years together, how employee like second party can be held responsible and why first party can be exempted for it ? So definitely decision taken by first party in this scenario is illegal and required to set aside with direction to first party to take him in the employment.

13. No specific case is made out by second party about his financial condition. Nothing is pointed out how

he suffered by the action taken by first party. Even it is not the case of first party that second party is gainfully employed and he is pulling his life and his family on sources of income which he has. However it is matter of record that he was illegally terminated. So I am of the view that second party must be reinstated but with direction to pay 25% backwages. So I answer this issue to that effect.

14. In view of discussions made above, I conclude that reference should be allowed. Hence the order :

### ORDER

- (i) Reference is allowed.
- (ii) First party is directed to reinstate Mr. Saiyad as Driver in its employment within three months from the order by paying him 25% back wages from 11-12-96 till he is taken in the employment.

Date : 31-12-2007

A.A. LAD, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै.बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, धनबाद के पंचाट (संदर्भ संख्या 127/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-20012/295/96-आई आर (सी-1)]  
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 127/97) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Dhanbad now as shown in the Annexure in Industrial Dispute between the employers in relation of the management of M/s BCCL and their workmen, which was received by the Central Government on 27-2-2008.

[No. L-20012/295/96-IR (C-I)]  
SNEH LATA JAWAS, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

### PRESENT :

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947

Reference No. 127 of 1997

### PARTIES :

Employers in relation to the management of Bhalgora Area of M/s. BCCL and their workman.

### APPEARANCES

On behalf of the Workman : Shri B.N. Singh, General Secretary

On behalf of the Employers : Shri D.K. Verma, Advocate

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 18th February, 2008.

### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012, 295/96-IR (Coal-I), dated the 28th October, 1997.

### SCHEDULE

“Whether the demand of the Union for the regularisation of services of S/Sh. Bihari Mistry, Pramod Thakur, Jitender Mehto, Basudeo Bhuiya, Surender Das, Shankar Das, Basudev Ram, Narayan Prasad, Sudan Rai, Manoj Kumar Singh, Nandlal Das, Dukhen Das, Santosh Vishwakarma, Hamid Ansari and Hiran Vishwakarma with the management of M/s. BCCL is legal and justified? If so, to what relief are the concerned workman entitled?”

2. The case of the concerned workmen named above is that they were regularly and continuously working as Bhalgora Area for about 3 to 4 years as Stone Cutter prior to raising of industrial dispute as the management has denied their regularisation. After raising the industrial dispute vide their representation dated 5-7-95 the management out illwill stopped the concerned workman from work. The management admitted during conciliation proceeding that the concerned workman worked as stone cutters through the contractor but not continuously and regularly. The management also accepted the fact during conciliation proceeding that the concerned workman were issued Cap Lamp by the management and their attendance was marked by the management. Their works were supervised by the management personnel. The concerned workmen worked in the premises of the management and for the management. The concerned workmen worked in all essentiality and virtually under the management



directly but they were dubbed to have been working through contractor with ulterior motive for their exploitation. As per Govt. notification issued under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 issued vide S.O. No. 2063 dated 21-6-1988, the job performed by Stone Cutters come under prohibited category provided it extends for a period of 6 months. Thus the work of stone cutting is prohibited through the contractor. The concerned workmen were working regularly as stone cutter from the date long prior to raising industrial dispute. They are legally entitled for their regularisation on permanent roll of the management with all benefits. Prayer has been made to pass Award directing the management to regularise the concerned workman with retrospective due date with all benefits.

3. On the other hand the case of the management as disclosed in the W.S. in short is that the concerned persons were never selected or recruited by the management. Question of regularisation does not arise. Any demand for regularisation can be made only by temporary, casual or probationer. The claim of the concerned persons is false and is arising out of imaginary assertion based on concocted facts and not on reality. The sponsoring union has not furnished the number of concerned persons if they were at all employed at any coal mine. The sponsoring union has not given From B Number, C.M.P.F. Number, Identity Card Number, father's name, permanent address, date of employment and date of commencement of their service. Even the name of mines have not been mentioned where they were said to be employed by the management or by the contractor if any. Bhalgora Area has got several mines, several openings in the form of incline, pits, opencast mines and several coal seams. The concerned persons were neither the workmen of the management nor they were the workmen of any contractor at any point of time. The management never awarded any contract on the stone cutting job underground after the issuance of notification prohibiting engagement of contract labour on stone cutting jobs. The management is engaged only in winning coal and selling the same as per the grade and price of coal. The management is not engaged in the production of stone and selling the same for the purpose of road building or for any other purpose. The stone cutting jobs are undertaken under special circumstances and at Bhalgora area no such circumstances existed for last several years necessitating deployment of stone cutters inside the mine. The claim of the sponsoring union is without any merit and the concerned persons are not entitled to get any relief.

4. In the rejoinder portion it has been stated that the statements made in paras 2, 3, 4, 5, 6, 8, 9, 11 are incorrect and denied. About the rest portions it has been stated that the same are the matter of records. Accordingly the concerned workmen are not entitled to get any relief.

5. On behalf of the concerned workman a rejoinder to the W.S.-cum-rejoinder of the employers have been filed. In this reply the concerned workmen have made statement explaining the facts stated in the W.S. and stated the facts on the basis of which they are entitled for relief as prayed for. As far I.D. Card, C.M.P.F. A/c. No., Form B Register is concerned the management might be aware of such number etc. As regards commencement of work is concerned the concerned workmen started working on different date in July, 1991 and the management started removing them from service after 10 days from the first date fixed for conciliation. Beside this statement made in paras 4, 5, 6, 8, 9 have been denied and details of other paras of W.S. of the management has been explained and have prayed to reject the W.S.-cum-rejoinder of the management.

#### 6. Points to be Decided

"Whether the demand of the Union for the regularisation of services of S/Sh. Bihari Mistry, Promod Thakur, Jitender Mahato, Basudeo Bhuiya, Surender Das, Shankar Das, Basudev Ram, Narayan Prasad, Sudan Rai, Manoj Kumar Singh, Nand Lal Das, Dukhan Das, Santosh Vishwakarma, Hamid Ansari and Hiran Vishwakarma with the management of M/s. BCCL is legal and justified? If so, to what relief are the concerned workmen entitled?"

#### 7. Finding with Reasons

In support of the claim of the concerned workman WW-1, Rupal Mandal and WW-2 Bihari Mistry have been examined. The copy of reply submitted by the management by the management before the ALC(C), Dhanbad is marked as Ext. W-1. On behalf of the management one Ramesh Kumar Sharma has been examined as MW-1.

8. The representative of the concerned workman has submitted that the concerned workmen were working as stone cutter and were engaged/appointed by the management for such work. He has submitted that by Govt. Notification bearing No. 2063 dated 21-6-88 there is prohibition for stone cutting job. The said notification reads as follows :

"In this context of Stone Cutters Case relevant circular issued under Section 10 of C L (R & A) Act 1970 published vide S.O. No. 2063 dated 21-6-1988 is reproduced below :

"S.O. 2063 dated the 21st June, 1988. In exercise of the Powers conferred by sub-section (1) of Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and in supersession of the Notification of the Government of India in the Ministry of Labour No. S.O. 488 dated the 1st February, 1975, published in the

Gazette of India, Part-II Section 3 Sub-section (ii) dated the 15th February, 1975 the Central Government after consultation with the Central Board hereby prohibits employment of contract Labour in the work specified in the Schedule annexed hereto in all Coal Mines in the Country.

#### SCHEDULE

1. Raising or raising Cum-Selling of Coal.
2. Coal Loading and Unloading.
3. Overburden removal and earth cutting.
4. Soft Coke Manufacturing.
5. Driving of Stone Drifts and miscellaneous Stone cutting underground.

Provided that the notification shall not apply in the following categories :

- (a) Quarries in the North-East Coalfield which can only be worked for a few months every year due to heavy rainfall in the Area;
- (b) quarries located by the side of the river in Pench valley and similar other patch deposits which can only be worked when the level of river has gone down and during non-rainy seasons;
- (c) loading of coal when there is mechanical failure, failure of power or irregular supply of wagon by the railways; and
- (d) cutting stone drift/fault which cannot be detected in advance and are of short duration say upto six months."

It has been submitted that the concerned workmen were working as Stone Cutter since July 1991 and after sometime when the industrial dispute was raised they were removed. In view of the prohibition of the job of stone cutting in accordance with the Contract Labour (Regulation and Abolition) Act, 1970 the management could not and did not engaged to get this work done through the contractor. Such statement have been brought on record only to defeat the claim of the concerned workmen. He has further submitted that in view of the continuous and regular working by the concerned workmen in stone cutting job their services must be regularised since the date they started to work with all the benefit with retrospective effect.

9. On the other hand Ld. Lawyer for the management has vehemently submitted that the concerned workmen were never appointment/engaged by the management in any capacity.

10. On behalf of the concerned workmen decisions reported in AIR 1999 Supreme Court 1160 and a decision of the Hon'ble Apex Court in Jaswant Sugar Mills Ltd.-

vrs-Badri Prasad reported at page 3474 [which appears to be reported also in 1961 (3) FLR 83] have been filed.

11. The first thing has to be examined whether the concerned persons were working/engaged by the management. In case they were working in the colliery of the management then in what capacity the concerned persons were working and since when.

12. In the aforesaid context oral evidence of WW-1 is that he know all the concerned workmen of the reference. They were working as stone cutters. They worked from May 1991 to August 1995. The concerned workmen were employees of the contractor and not of the workmen of the management. One Habib was the contractor. He never saw the contractor supervising the work of the concerned workmen. They were permanent Stone cutters of the management and at the same time the contractor was also engaged for cutting stone. The concerned workmen were supplied tools and implements etc. for performing the duties in the underground. The attendance used to be recorded on the basis of slip issued by the manager. They were supplied Cap Lamp against such slips. The concerned workmen used to receive their wages from the office of the Company.

13. WW-1 is working as Mining Sirdar in Bhagatdih Colliery. However in cross-examination he has stated that the work of the concerned workmen as workers of the contractor has been noted in the diary but at the sametime he has said that he cannot produce Mining Sirdar's diary in the Court. He did not maintain any other paper regarding duties of the concerned workmen as the stone cutters are the contractor's employee. He can produce slips showing supply of implements to the concerned workmen for performing their duties. He cannot produce any pay slip or any other paper showing receipt of payment of wages by the workmen from the office of the Colliery. he has got no paper regarding the work order showing appointment of Habib as contractor for stone cutting job. He does not know the manner in which the contractor use to be paid by the management. The contractor Habib used to pay the wages to his workers. From his further evidence it appears that he was entrusted with the duties to supervise the work of the coal cutters, shot firers, trammers, timber man, lines man etc. and all such types of workers were the employees of the management.

14. From the evidence of WW-1 it appears that the concerned workmen were working through the contractor who was one Habib but the witness had never seen the contractor supervising the work of the concerned workmen. From the evidence also it does not appear that payment were made to the concerned workmen by the management rather it appears it was the contractor who was making payment to the concerned workmen. However, on behalf of the concerned workmen no any document like pay slip/wage slip, even the document of the contractor

have not been brought on record to establish the fact that any work order to Habib was awarded for execution of stone cutting job though the witness WW-1 has said about the maintenance of the Diary entering the performance of duties of the stone cutters but no such diary has been brought on record.

15. As far as evidence of WW-2 is concerned he has stated to depose on his behalf as well as on behalf of all the concerned workmen who are employees of Bhalgora Colliery and Shimla Bahal Collieries within area of Bhalgora under the management. They are stone cutters and in this capacity they worked from August, 1991 to June, 1995 regularly. They worked under order of the manager. They were receiving the slip which was handed over to the Incharge for issue of Cap Lamp and they were also asked to put attendance on the Attendance Register. They were performing underground work. They did not perform the job being employees of the contractor. Since they were asked not to work from June, 1995 they submitted petition before the ALC(C). In cross-examination he has stated that the management did not issue any notice for recruitment of stone cutter. They did not receive any letter of interview or appointment letter from the management. Neither they received the pay slip nor I.D. Card. The management issued the work order for the work to be performed by them and the said work order is with them. Now he will not be in a position to produce the said work order. They used to receive wages from the Munshi of the Labour Contractor Shri Habib. Thereafter he made statement about putting attendance on the attendance sheet lying with the Munshi.

16. From the evidence of WW-2 it appears that the concerned workmen were working under the management. He has said about the work order for the work to be performed by them and the said work order is with them but at the same it appears that the same has not been produced in the Court. Thus on the record there is nothing to show that the concerned workmen were employed/engaged by the management in any capacity either as General Mazdoor or as Stone Cutter. Not only this even it has been stated regarding issuance of work order to the contractor but even the same has not been brought on record. However, the representative of the union has submitted that a petition was filed by them calling for the records like Cap Lamp Issue Register, Attendance Register of the relevant period, slip in original and many other documents vide petition dt. 24-11-98 but neither these documents have been submitted by the management nor any explanation has been given by the management for not producing the same and hence an adverse inference has to be taken against the management. On the other hand Ld. Lawyer for the management has submitted that since the concerned workmen were never employees of the management and they did not work under the management there are no documents relating to the

concerned workmen. He has further submitted that it is the workman who has to show that he worked continuously for more than 240 days as per decision reported in 2004 Supreme Court cases (L&S) 1062 and 2006 Supreme Court cases (L&S) 11 and no adverse inference can be drawn against the employer for not producing the document. He has further submitted that even there has been any contract regarding them. This does not create any relationship of Master and Servant between the contract Labour and the principal employers in accordance with the judgement reported in 2001 Lab I.C. 3656.

17. In the aforesaid context it is desirable to examine the evidence of MW-1. He has stated that he is the Senior Cashier attached to Shimla Bahal Colliery. He has further stated that the wages to all workers are paid from the Cash Section, by the Cashier on production of pay slip. No wages are paid to the workers without pay slip and there is no other mode of payment of wages excepting through cash office on production of pay slip. Payment to the contractor is made from the Head Office. The concerned workmen never worked at his colliery being the workmen of the management. In cross-examination he has stated that he never saw the concerned workmen to work at his colliery. He cannot say if the concerned workmen worked as stone cutter at his colliery under the contractor.

18. From the evidence of MW-1 it appears that a worker is paid his wages on production of wage slip by the Cash Office. During cross-examination he has stated about the fact that he did not see the concerned workmen to work at his colliery. So from his evidence it appears that the concerned workmen did not work in Shimla Bahal Colliery and further no payment was made to the concerned workmen.

19. On the basis of evidence and materials available on the record as mentioned above it appears that the concerned workmen have not produced any document to show that they were working as stone cutter or even as Labour engaged by the management. They have also not produced the person said to be the contractor.

20. However, much argument have been placed that Ext. W-1 shows that during the conciliation proceeding a letter was written by the project Officer, Shimla Bahal Colliery stating the facts that the concerned workmen were working as Stone Cutter in the colliery. It may be relevant to mention that neither the Project Officer has been produced as a witness nor any step was taken for calling him as a witness. This Ext. W-1 appears to have been written to the ALC(C) Dhanbad by the Project Officer and in this Ext. in para-1 it has been denied that Shri Bihari Mistry and others worked continuously and regularly as stone cutter and that they worked as contractor worker on the surface as well as U.G. Misc. job. However, in para-4 it has been mentioned that it is also fact that the

alleged workers were employed through contractor in intermittently but it is not a fact that this was done with ulterior motive and to exploit them. From perusal of Ext. W-1 it does not specifically establish the fact that the concerned workmen were working as stone cutter. In absence of any other documentary evidence it is difficult to say that the concerned workmen were working as stone cutter for the alleged period.

21. Even from Ext. W-1 it does not appear that the concerned workmen were working regularly and continuously under the management for the alleged period, rather all it appears that the workmen were engaged intermittently through contractor as and required basis. In the circumstances also it appears that relationship of servant and Master did not exist between the concerned workmen of the management.

22. From perusal of the decisions filed by the concerned workmen it appears that the facts and circumstances of the case are different and the same are not applicable in the present facts and circumstances of the case.

23. In the above circumstances it appears that the concerned workmen have not been able to establish the fact that they were working as stone cutter under the management or even under the contractor for the alleged period regularly and continuously. Hence, they are not entitled to get any relief. In the result, the following Award is rendered

"The demand of the Union for the regularisation of services of S/Sh. Bihari Mistry, Pramod Thakur, Jitender Mahato, Basudeo Bhuiya, Surender Das, Shankar Das, Basudev Ram, Narayan Prasad, Sudan Rai, Manoj Kumar Singh, Nanad Lal Das, Dukhan Das, Santosh Vishwakarma, Hamid Ansari and Hiran Vishwakarma with the management of M/s. BCCL is not legal and not justified. Consequently, the concerned workmen are not entitled to get any relief."

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. अ. 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 166/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/108/95-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 629.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in Industrial Dispute between the employers in relation of the management of Canara Bank and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-12012/108/1995-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/166/95

Shri C.M. Singh, Presiding Officer

Shri S.V. Paranjape,  
Special Assistant,  
Canara Bank,  
Badkas Chowk,  
Nagpur

... Workman/Union

*Versus*

The D.G.M.,  
Canara Bank,  
Disciplinary Action Cell,  
C.O., Bombay North,  
Bombay

... Management

### AWARD

Passed on this 31st day of January, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/108/95-IR (B-II) dated 25-8-95 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of Canara Bank, Bombay in imposing the punishment of 'warning' on Sri S.V. Paranjape, Clerk/Spl. Assistant vide their order dated 19-7-93 and recovery of a sum of Rs. 5000 from him is legal and justified? If not, what relief the said workman entitled to?"

2. The case of the workman/Union in brief is as follows. The management is a Nationalised Bank and Deputy General Manager, Bombay is the highest authority for awarding punishment and disciplinary action to the

members of the award staff working in the branches of Canara Bank in the State of Maharashtra including the branches in the city of Nagpur. The Reserve Bank Employees Federation is a registered Trade Union of the Bank employees. Workman Shri S.V. Paranjape is a member of the affiliated Union of Reserve Bank Employees Federation. The service conditions of the Bank Employees are governed by the provisions of Shastri Award, Desai Award and settlements signed between the union and the management under provisions of I.D. Act, 1947 and also regulation name and styled as Canara Bank Service Code. Shri S.V. Paranjape is working as special Asstt. in Canara Bank. While discharging the duties at Badkas Chowk, Nagpur branch, he was served with a chargesheet dated 30-11-1990 alleging negligence and lapses on the part of workman which have contributed to the missing of Cheque book and the fraudulent withdrawal of Rs. 30,000 from the Savings Bank A/c No. 6912 and thereby exposing the Bank to monetary loss. According to Bank, this constitutes a gross misconduct as envisaged under Chapter XI, Regulation 3 Clause (i) of Canara Bank Service Code. Shri P.V. Bhat who was appointed as Enquiry Officer for the purpose of conducting departmental enquiry submitted its findings to the Dy. General Manager, Canara Bank on 27-1-1993 inter alia declaring all the charges having proved and therefore the disciplinary authority vide its order dated 19th July, 1993 imposed the punishment of warning to the workman. Surprisingly however, subsequent to this, the said authority ordered recovery of an amount of Rs. 5000 from the workman Shri S.V. Paranjape and went ahead in deducting an amount of Rs. 5000 from the salary payable to the workman from the month of June 1995. The aforesaid action of recovery from the salary of the workman is arbitrary and illegal. So also the findings of Enquiry Officer on the basis of which the punishment awarded was ordered was based on no evidence and the said findings were perverse and therefore the action of awarding punishment upon the workman is neither legal nor justified. Initially for the above act on the basis of a preliminary investigation conducted, the Canara Bank management instituted the departmental enquiries against three employees of the branch namely Shri J.R. Sharma, Officer/Accountant, Shri R.S. Telang, the Paying cashier and the workman Shri S.V. Paranjape. Three separate chargesheets were issued. The chargesheet issued to the workman alleges negligence alleging that the cheque above referred was out of a cheque book which was misplaced from the custody of the workman and on the other ground that the workman has passed the cheque for payment in question. It is settled position of law that the onus of proving these charges beyond shadow of doubt, entirely lies on the prosecution. The management has failed to prove the aforesaid charges beyond the shadow of doubt on the following grounds. The record of the enquiry shall demonstrate that neither of the complainant

i.e. account holders of joint account were examined during the course of enquiry. Shri Telang, the payment cashier has admitted that payment of the cheque in question has been given by him. As a matter of fact, Shri Paranjape was authorised to pass cheque upto Rs. 15,000 only. Therefore there was no question of Shri Paranjape to pass the aforesaid cheque. It has been admitted by Shri Sharma during the course of enquiry that it is he who made post transaction entry in the evening hours of 25-6-1990. As a matter of fact, posting of cheque was not a job of Shri Sharma, how then he easily made post transaction entry sounds his involvement in the fraud. It could not be proved that the cheque in question was in total custody of workman Shri Paranjape and on this grounds also, the charge falls to the ground. The Enquiry Officer has failed to appreciate the aforesaid position of the facts and mechanically submitted its findings declaring the charge having proved. It is, therefore, be declared that the action of the management in awarding punishment of 'warning' to the workman and deducting Rs. 5000 from his salary is illegal and unjustified. It is also prayed that the management be directed to repay the amount of Rs. 5000 with interest thereon.

3. The case of the management in brief is as follows. Workman Shri S.V. Paranjape was working as a special Asstt. at Badkas Chowk, Nagpur branch since July 1989. While he was so working, he was issued with a chargesheet dated 30-11-90 for his act of misconduct. The following lapses on his part were also observed Cheque No. 0173766 for Rs. 30,000 was scrutinized and passed for payment by him while working as SB Supervisor on 25-6-1990 without debiting the cheque to SB Account No. 6912. While passing the said cheque for payment, he has failed to verify the signature of the drawer with specimen signature of the account holder. He failed to notice that the signature on the disputed cheque differs from the specimen signature on the card lodged with the Bank. Even though his power to authorised cash cheques for payment were for Rs. 15,000, he has affixed "Signature Verified" stamp and passed the cash cheque for payment. The above negligence and lapses on the part of workman Shri Paranjape resulted in missing of cheque book and fraudulent withdrawal of Rs. 30,000 from SB Account No. 6912 thereby exposing the bank to monetary loss. A departmental enquiry was legally and properly conducted against him. The Disciplinary Authority agreed with the findings of Enquiry Officer and taking into consideration the circumstances of the case imposed the punishment of 'warning'. The workmen employees of the Bank are governed by the provisions of Canara Bank Service Code. As per Chapter 6 Regulation 7 of Canara Bank Service Code, every employee is liable to make good and loss or damage sustained by the bank in consequence of any negligence on his part while performing his duties. Therefore as per provisions of Canara Bank Service Code and as per Service

Agreement executed by the employee at the time of joining the Bank, he was called upon to reimburse the amount of Rs. 5000 being the money of financial loss caused to the Bank. The allegation that the workman was punished twice for the same set of allegations is totally false and hence denied. The regular departmental action was initiated against workmen by issuing him the said chargesheet for his acts of negligence in the matter which is a gross misconduct as envisaged in Chapter XI Regulation 3 Clause (i) of the Canara Bank Service Code and after regular and proper enquiry, he was found guilty and imposed with the punishment of 'warning'. The finding of the Enquiry Officer is legal and justified and does not require any interference. The workman is not entitled for the relief claimed.

4. In the midst of proceedings, the workman absented himself and therefore notices for his appearance were issued once by Regd. AD post and again under Certificate of posting. In spite of sufficient service of notice, no body put in appearance on behalf of workman. Therefore vide order dated 24-1-08, the case proceeded ex parte against the workman and date 25-1-08 was fixed for adducing ex parte evidence by the management. But on this date, nobody responded for the parties. Under the above facts and circumstances, this tribunal was left with no option, but to close the reference for award and thus the order dated 25-1-08 was passed closing the reference for award.

5. Since none of the parties have adduced any evidence in support of their respective contentions therefore the reference deserves to be decided in favour of the management and against the workman without any orders as to costs.

6. In view of the above, the reference is decided in favour of the management and against the workman without any orders as to costs holding that the action of the management of Canara Bank, Bombay in imposing the punishment of "warning" on Shri S.V. Paranjape, Clerk/Spl. Assistant vide their order dated 19-7-93 and recovery of a sum of Rs. 5000 from him is legal and justified and consequently the workman is not entitled to any relief.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम

न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 64/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/34/2005-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 630.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in Industrial Dispute between the management of Vijaya Bank and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-12012/34/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R.N. Rai, Presiding Officer

I.D. No. 64/2005

#### In the matter of :

Shri Mukesh Kumar,  
S/o Sh. Chamel Singh,  
C/o Sh. Rakesh Kumar,  
R/O. H. No. 2/2378,  
Food Corporation of India Office Lane,  
Gill Colony, Church Road,  
Saharanpur-247 001

— Claimant

#### Versus

The Assistant General Manager,  
Vijaya Bank,  
Regional Office, 1st Floor,  
Bhooth Nath Mandir,  
Nirala Nagar,  
Lucknow (U.P.)

—Respondents

#### AWARD

The Ministry of Labour by its letter No. L-12012/34/2005 IR(B-II) Central Government dt. 13-07-2005 has referred the following point for adjudication :—

The point runs as hereunder :

"Whether the workman Shri Mukesh Kumar S/o Shri Chamel Singh was in continuous employment in Vijaya Bank Chilkhana Road, Saharanpur Branch as Peon during July, 1998 to Nov. 2002? If so, whether his termination/disengagement from the

service of the bank w.e.f. 01-12-2002 is legal and justified and, to what relief the concerned workman is entitled to?"

The workman applicant has filed claim statement. In the claim statement it has been stated that the applicant is a workman and opposite party is an employer as defined under the Industrial Disputes Act, 1947.

That the workman is in the panel of Vijaya Bank, Chilkhana Road, Saharanpur Branch for the post of Peon since 1998, which is a breach of the opposite party/ employer and worked in the bank continuously from 30-07-1998 to 30-11-2002. But on 01-12-2002 workman's service was illegally terminated by the Bank Manager, to take on job person of his choice Sh. Raj Kumar. It was done without issue of show cause notice, domestic inquiry, affording an opportunity to workman and without payment of retrenchment compensation which is in violation of Section 25F of the Industrial Disputes Act, 1947 and the natural justice.

That besides, the Bank Manager to fill up the permanent post of Peon vide letter dated 21-08-2001 asked the Employment Officer, Saharanpur to forward list of eligible candidates, who through letter No. 1576 dated 29-08-2001 sent a list of candidates, which included the name of workman. After due process of selection workman was appointed on the post of Peon w.e.f. 15-09-2001 and worked continuously upto 30-11-2002, then only the services of workman was illegally terminated by the Bank Manager. The workman worked for more than 240 days in the preceding 12 months, which is sufficient for his reinstatement in service of the Bank.

That the workman worked throughout of his service from 8.00 AM to 8.00 PM everyday including the Sundays and the Holidays but he was just paid monthly at the rate of Rs. 40 per day much below the minimum rates of wages in violation of the Minimum Wages Act, 1948. He was also not paid the overtime wages. Since the workman is sincere and dedicated, he has been exploited by the employer, which is unfair labour practice as defined under the Act. The workman feel harassed and humiliated.

That on 01-12-2002 the workman requested the Bank Manager not to remove him from service as he is a very poor person and has large family to support and has no alternative employment. But the Bank Manager was not ready to hear. The workman made several rounds of the employer at Lucknow to get the job, though the employer assured for the job but it mere remained as assurance. On the service the advise of employer the workman sent representation dated 23-05-2003 and the reminder on 13-06-2003 and ran from pillar to the post for justice. When all efforts failed the workman sent a legal notice dated 05-04-2004 to the employer for reinstatement in service, but it also failed.

That on legal advice the workman submitted an application dated 18-05-2004 under Section 2A of the ID Act, 1947 before the Conciliation Officer and Asstt. Labour Commissioner (C), Dehradun requesting for reinstatement in service through the conciliation proceedings. But during the conciliation due to the negative attitude of the employer, the conciliation failed and a failure report was sent to the Central Government. Now the case is before the Presiding Officer for the adjudication.

That during the employment the workman was issued experience certificates by the Bank and his service was appreciated as he worked accordingly to the orders of the Bank Manager. In the duty register there is record of his service where he also made entries with his own handwriting, which employer is liable to produce.

That since the day of illegal termination of service workman is unemployed.

That in the interest of justice the workman is entitled for reinstatement in service of the Vijaya Bank on his original post of a Peon with full back wages, benefits and continuity of service.

The management has filed written statement. In the written statement it has been stated that the workman was engaged as a Peon at Saharanpur Branch of the opposite party bank and his services were terminated on 01-12-2002. The said branch is situated in the State of U.P. this Hon'ble Tribunal is not having jurisdiction over the State of Uttar Pradesh. The Hon'ble High Court of Patna in R.K. Jha and K.T.V. Prasad vs. H.D. Thanpe & Others reported in 1997 1 LLJ 219 has held that the situs of employment of the workman determines the territorial jurisdiction of such employment. The jurisdiction issue may be decided as a preliminary issue.

That the workman who was engaged temporarily on account of temporary increase in work or a vacant post without following the recruitment rules/procedure would not have a right to be appointed permanently for the post. If the contention of the petitioner is accepted, the rules would become otiose and nugatory and the person having authority can favour any person without following any procedure or rules which would only lead to arbitrariness. If an ad hoc Employee is made permanent by the orders of the Court merely on the ground that he has worked in the post for sometime, the entire rules could be easily by-passed by the persons having authority to make appointment on ad hoc basis. If the employer is directed to consider the petitioner as permanent employee, the result would be that the workman who was not selected under the rules would get benefit of being appointed to the post without due qualification or without facing any competition from the other eligible candidates.



The Branch Manager, Saharanpur Branch placed an indent with the local employment exchange making a request to provide list of candidates to be considered for engaging a temporary peons at the said branch as and when the necessity arise. The Employment Officer, Employment Exchange, Saharanpur in response to the letter given by the Branch Manager furnished the list of 20 candidates to be considered for engaging as temporary peons. The Branch has not prepared any panel. However, Sh. Mukesh Kumar was engaged as a temporary peon intermittently for 20 days during October, 2001, 14 days during November, 2001, 19 days during December, 2001, 10 days during January, 2002, 1 day during February, 2002 and for 5 days during March, 2002. His temporary engagement came to an end on 22-03-2002. The averment made by the workman to the effect that he is in the panel of Vijaya Bank at Saharanpur for the post of a peon since 1998 to 30-11-2002 and with effect from 01-12-2002 his service has been illegally terminated is false and hence denied. He was not engaged for a period of 240 days in a period of 12 months preceding the date from which the calculation has to be made and therefore the issuance of any notice is not required and there is no violation of Section 25F of the ID Act, 1947 as alleged by him.

That the averments made by Sh. Mukesh Kumar that he was duly appointed and worked in the bank from 15-09-2001 on permanent post of peon and his duty hours was from 8.00 AM to 8.00 PM everyday including Sundays and Holidays, is false and hence denied. The Branch Manager is not the competent authority to appoint permanent peons in the bank. In case the averment made by the workman that he was appointed as a permanent peon is true, he could have very well produced the appointment letter if any issued by the bank. He has admitted in the rejoinder dated 24-08-2004 that he was paid Rs. 40 per day. Therefore, his engagement was on daily wage basis.

The opposite party had never made any promise or assurance to Shri Mukesh Kumar that he will be reinstated in the service of the Bank. The averments made contrary to this are denied. Shri Mukesh Kumar was last engaged as a temporary peon on 22-03-2002. The opposite party has not received any representation as alleged by Mukesh Kumar. The opposite party had never given any advice to the workman to send a representation dated 23-05-2003 and a reminder dated 13-06-2006. The applicant got a legal notice dated 05-04-2004 which was received by the Branch on 10-04-2004. The Branch Manager, M.L. & J.N.K. College, Saharanpur sent a detailed reply on 05-05-2004 mentioning the true facts.

The Branch Manager in his letter dated 05-05-2004 addressed to Shri Mukesh Kumar has clearly stated that he was never been appointed to work on regular permanent basis and he had never worked continuously at all from

30-07-1998 to 30-11-2002. It is further mentioned in the letter that he had worked at M.L. & J.N.K. Girls College Branch, Saharanpur without any appointment on a day to day casual daily rate basis paid from General Charged Head during the period from 01-10-2001 to 02-03-2002 at times and not regularly. The first part has enclosed copies of two certificates stated to have been issued by the Branch Manager. The genuineness of the certificate has to be proved by the workman. Had he been in possession of the said certificates, he would have produced them along with the rejoinder filed before the conciliation officer. Assuming for argument sake without admitting that the said certificates are genuine the same will not strengthen the case of the workman.

The certificate dated 02-11-1999 only shows that he had worked for 74 days at the branch as a temporary peon during 1999-2000 i.e. from 10-07-1999 to 07-08-1999, 14-08-1999 to 11-09-1999 and from 22-09-1999 to 07-10-1999. The second certificate dated 23-03-2001 shows that he was engaged for 150 days in the year 1998 to 1999 and 1999-2000. There is no evidence to show that he was engaged for more than 240 days within a period of 12 Calendar months preceding the date in respect of which the calculation has to be made. The High Court of Punjab and Haryana in Karnal Central Co-operative Bank Limited Vs. Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak and Others reported in 1994 II LLJ 1005 has held the employee not served for 240 days is not entitled to any relief under the Industrial Disputes Act, 1947.

There is no register by name "Duty Register" maintained at the branches/offices. According to Shri Mukesh Kumar he was engaged as a peon at Saharanpur Branch. Making entries in the registers/ledgers is not part of the work to be discharged by a peon. Therefore, the averment made in this paragraph is only an after-though and to suit the convenience of the workman.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied the averments of the written statement. The management has also denied the averments of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was in the panel of Vijaya Bank, Chilkhana Road, Saharanpur Branch for the post of Peon since 1998 and he worked in the bank continuously from 30-07-1998 to 30-11-2002, the bank illegally terminated his services on 01-12-2002 and took on job another person of his choice Sh. Raj Kumar. No show cause notice was given to him.



No retrenchment compensation was paid to him. The management has acted in violation of postulates of Section 25F of the ID Act, 1947.

It was submitted from the side of the bank that the workman was engaged temporarily on account of temporary increase in work or a vacant post. He was engaged as temporary Peon intermittently for 20 days during 2000, 14 days during November, 2001 and 19 days during December, 2001, 10 days During January, 2002, 1 day during February, 2002 and 5 days during March, 2002. His temporary engagement came to an end on 22-03-2002. He was not engaged for a period of 240 days in a period of 12 months preceding the date of his termination or in one year, so provisions of Section 25F of the ID Act, 1947 are not attracted.

The workman has filed experience certificate dated 02-11-1999, B-45 it has been mentioned in the certificate that the workman has worked for 74 days from 10-07-1999 to 07-06-1999, 14-08-1999 to 11-09-1999 and from 22-09-1999 to 07-10-1999. The workman has filed B-46, photocopy of certificate issued by the management, it is dated 23-03-2000, it has been mentioned that the workman has worked for 150 days in the year 1998, 1999 and 2000.

Thus, from the certificate filed by the workman it becomes quite obvious that from 1998 to 2000 he has worked only for 150 days. He has not completed 240 days either in 1998 or 1999 or in 2000. The workman cannot make any averment against the experience certificate filed by him and issued by the bank.

The workman has filed self serving affidavit and he has taken the case that he has worked continuously from 1998 to 2002 and he has served the bank for 4 years and 4 months. This averment is belied by the experience certificate issued to the workman by the management and filed by the workman himself. He has worked for only 150 days in between 1998 to 2000.

The workman has filed B-47 to B-78, documents regarding delivery of letters from 12-09-2001 to 27-09-2002. These photocopy documents do not bear his signature. It cannot be said that he has himself received these letters and delivered these letters. The photocopies do not contain the signature of the workman at any place. These documents do not establish that the workman has delivered these letters from 12-09-2001 to 27-09-2002. The bank has issued him certificate regarding his working days. He could have obtained certificate again in case he has worked from 12-09-2001 to 27-09-2002.

An application has been filed for summoning the documents. Objection has been filed by the management. The workman has filed experience certificate and documents regarding delivery of letters. It has been mentioned in his demand notice that a peon from Aligarh

was transferred and he was asked to work in JB Jain College Bank. He worked there for two months and again another peon from the Main Branch was transferred. The Bank assured him to get him absorbed. These facts have been mentioned in his demand notice. This indicates that the workman performed duties against vacant post.

The workman has filed false affidavit that he has worked for 4 years and 4 months. It is quite apparent from the experience certificate filed by him that he has worked for 150 days from 1998 to 2000. He has not filed any relevant document regarding his working in the year 2001 and 2002 except his affidavit. He has filed only record of delivery of letters which do not bear his signature and it cannot be said that he delivered the daks himself. No documents are required to be summoned in view of his false affidavit regarding his working in between 1998 to 2000. The workman has not worked for 240 days in any years. Provisions of Section 25F of the ID Act, 1947 are not attracted. He is not entitled to get any relief as prayed for.

The reference is replied thus :

The workman Shri Mukesh Kumar S/o Shri Chamel Singh was not in continuous employment in Vijaya Bank, Chikhana Road, Saharanpur Branch as Peon during July, 1998 to Nov. 2002. His termination/disengagement from the service of the bank w.e.f. 01-12-2002 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 22-02-2008

R.N. RAI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 631.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 163/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-12011/130/2000-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 631.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 163/2000) of the Central Government Industrial Tribunal-cum-Labour Court<sup>o</sup> Jabalpur as shown in the Annexure in Industrial Dispute between the management of Bank of

India and their workmen, which was received by the Central Government on 26-2-2008.

[No. L-12011/130/2000-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/163/00

Shri C.M. SINGH, Presiding Officer

The Secretary,  
Bank of India Employees Union,  
Bank of India, Napier town,  
Near Russel Chowk,  
Jabalpur

...Workman/Union

*Versus*

Regional Manager,  
Bank of India, Regional Office,  
Govind Kunj Colony,  
Napier Town,  
Near Russel Chowk,  
Jabalpur

...Management

### AWARD

Passed on this 1st day of February 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-12011/130/2000-IR(B-II) dated 13-9-2000 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Regional Manager, Bank of India, Jabalpur Region in dismissing the services of Shri Rajesh Kumar Shrivastava, Staff Clerk w.e.f. 17-09-1996 is legal and justified? If not, what relief the concerned workman is entitled to?”

2. Vide order dated 3-1-06 passed on the order sheet of this reference proceeding, the reference proceeded ex parte against the workman/Union.

3. No statement of claim has been filed on behalf of workman/Union.

4. The case of the management in brief is as follows. Applicant Shri Rajesh Kumar Shrivastava is not a workman as defined under Sec. 2(5) of the I.D. Act 1947 as he has become an Officer of the Bank. Provisions of ID Act are, therefore, not applicable to him. Hence the present order of reference becomes infructuous. That the reference made by the Central Government has assumed that the workman has been dismissed from service whereas the workman is in the service of the management Bank. That no Industrial Dispute exists between the workman and

the management since the workman has not yet filed his statement of claim in spite of giving him enough time by the tribunal. Applicant Shri Rajesh Kumar Shrivastava (hereinafter referred as workman) was issued a chargesheet dated 10-9-94 framing the charges that while functioning as a staff clerk at Bank's Madan Mahal Branch, Jabalpur on 18-2-1990, he had allegedly made payment of Rs. 39,600 on different dates in an inoperative SB Account of Smt. Rajni Khattar, without insisting for production of Pass Book. The withdrawal slips used for withdrawal were forged. Subsequently, he removed the concerned withdrawal slips. He also removed specimen signature card/bill form pertaining to the said Savings Bank Account in order to destroy the evidence appearing against him. He also tampered with the old ledger No. 36, Folio No. 249 containing all the respective debit entries by tearing off the portion containing the said debit entries. That the workman was placed under suspension for the above mentioned misconduct on 13-7-94 which was revoked on 13-11-96 after departmental enquiry was concluded. The Enquiry Officer submitted his Enquiry Report and held that the charges were not proved. The entire documents in connection with the enquiry have been placed before the Competent Authority who disagreed with the findings given by the Enquiry Officer. The Competent Authority came to the conclusion that the charges have been proved in the enquiry hence the competent authority has given his findings vide showcause punishment notice dated 12-8-96. Accordingly, the Disciplinary Authority (Competent Authority) substituted the findings on the basis of material on record of the case and issued show cause punishment notice dated 12-8-96 to impose the punishment of stoppage of one increment for a period of two years in the time scale. That on 17-9-96, the Disciplinary Authority issued punishment order thereby confirming the proposed punishment of stoppage of one increment for a period of two years in the time scale. The workman aggrieved by the Punishment Order preferred an appeal before the Appellate Authority. The Appellate Authority after examining the appeal of the workman issued Appellate order dated 10-9-97 thereby rejecting the appeal of the workman and the punishment imposed by the Disciplinary Authority was upheld in the said order. The workman was imposed punishment of stoppage of one future increment for a period of two years in the time scale after holding a departmental enquiry during the course of which the workman was given reasonable opportunity to defend his case. The action of the management in imposing the punishment of stoppage of one future increment for a period of two years is just and proper and does not call for any interference.

5. As the case proceeded ex parte against the workman/Union, There is no evidence on behalf of workman/Union on record.

6. The management in order to prove their case filed affidavit of their witness Shri Vijay Gupta, then working as Sr. Manager, Admin. and posted at Jabalpur.

7. I have heard Shri A.K. Shashi, Advocate learned counsel for the management. I have very carefully gone through the evidence on record.

8. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of their witness Shri Vijay Gupta. Therefore the reference deserves to be answered in favour of the management and against the workman/Union.

9. In view of the above, the reference is decided in favour of the management and against the workman without any orders as to costs holding that the action of the Regional Manager, Bank of India, Jabalpur Region in imposing punishment of stoppage of one future increment for a period of two years on the workman is just and proper and on the basis of the uncontroverted and unchallenged oral evidence of management's witness Shri Vijay Gupta, it is also decided that the Regional Manager, Bank of India, Jabalpur Region did not dismiss the services of Shri Rajesh Kumar Shrivastava, Clerk w.e.f. 17-9-96. It is also hereby held that by order dated 17-9-96, the Disciplinary Authority issued punishment order to the workman of with-holding his one future increment for a period of 2 years. Consequently the workman is not entitled to any relief whatsoever.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 632.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 41/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/130/98-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 632.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/99) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in Industrial Dispute between the management of Central Bank of India and their workmen, which was

received by the Central Government on 26-2-2008.

[No. L-12012/130/1998-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

### ANNEXURE

### BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

I.D. No. 41/1999

Shri R.N. Rai, Presiding Officer

In the matter of :

Shri Nanak Chand,  
E-157, New Ranjit Nagar,  
New Delhi-110008

—Claimant

*Versus*

The Regional Manager,  
Central Bank of India,  
Regional Office-A,  
IMA House, IP Marg,  
New Delhi-110001

—Respondent

### AWARD

The Ministry of Labour by its letter No. L-12012/130/98 IR(B-II) Central Government dt. 27-01-1999 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the action of the management of CBI in dismissing Sh. Nanak Chand, Peon from service from 26-08-1993 is just, fair and legal? If not, what relief the concerned workman is entitled to and from what date?"

Ex-parte award in this case was given on 08-12-2004 but it has been set aside by the Hon'ble Delhi High Court with a direction to give fresh award.

The claimant has filed statement of claim. In the claim it has been stated that the workman was initially appointed as a temporary part time Safai Karamchari in Central Bank of India on lump sum wages of Rs. 100 per month. That subsequently in terms of a settlement reached between the management of the Central Bank of India and their workmen represented by Central Bank Staff Union (Delhi) for regularization of services of temporary part time Safai Karamchari as permanent part time Safai Karamcharis, the services of the workman were regularized as a permanent Safai Karamchari on one third of the scale of wages of a member of subordinate staff at Bank's Ram Tirath Nagar, New Delhi Branch w.e.f. 20-01-1984 vide appointment letter dated 16-02-1984.

That at the time of being issued the appointment letter dated 16-02-1984 the workman was required to

submit an application on the bank's prescribed form together with documentary proof of his educational qualifications. Accordingly the workman had submitted the required application on the prescribed form dated 24-02-1984.

That at the time of his permanent appointment as a part time Safai Karamchhari w.e.f. 20-01-1984 the educational qualification of the workman was 5th class pass in support of which he had submitted his school leaving certificate dated 29-07-1981 from Baba Saheb Ambedkar Madhyamik Vidyalaya, New Delhi which he was studying in 6th class at the time he left the said school.

That as the date of birth of the workman was wrongly entered in the school records as 06-01-1967 instead of the actual date of his birth i.e. 19-10-1963, he had submitted his horoscope in support of his actual date of birth to the bank, which was accepted by the bank and accordingly, the date of birth of the workman was entered as 19-10-1963 in his service record on the basis of his horoscope.

That after the workman had worked for a few years as a permanent part time Safai Karamchhari on one third of the scale of wages he was brought on one half of the scale wages of a member of subordinate staff as per his seniority among the permanent part time Safai Karamchhari drawing one third of the scale wages in Delhi.

That on coming to know in September 1990 that the bank was going to make appointments in the post of full time peons from amongst the existing permanent part time Safai Karamchhari who were eligible for such appointment, the workman also submitted an application for such appointment and on being found successful in the interview held by the bank on 10-12-1990, he was appointed as a full time on probation for six months by a letter dated 07-01-1991 issued by the Zonal Office of the bank, New Delhi.

That when after his appointment as a full time Peon w.e.f. 21-01-1991 the workman was working at Lajpat Nagar, New Delhi Branch of the bank, he was given a memo dated 15-10-1991 issued by Bank's Regional Manager, Regional Office-A, New Delhi alleging therein that the workman had submitted a false/forged certificate in connection with his services in the bank.

That on receipt of the above memo dated 15-10-1991 the workman requested the bank to furnish to him a photostat copy of the alleged false/forged school leaving certificate which was referred to in the said memo, but the management declined the above request of the workman by a letter dated 13-11-1991 stating the original of the said school leaving certificate must be with himself.

That without anything more happening after the bank's above letter dated 13-11-1991 the bank served on the workman a chargesheet dated 10-09-1992 simultaneously instituting a departmental inquiry against him by an order in the said chargesheet itself and without giving him opportunity of submitting his explanation as to the charge framed against him in the said chargesheet.

That the departmental inquiry which was commenced by the inquiry officer on 18-01-1992 was concluded on 30-01-1993 followed by submission of their respective written arguments of the parties to the inquiry officer.

That the chargesheeting disciplinary authority who initiated disciplinary action against the workman vide chargesheet dated 10-09-1992 did not comply with the legal requirements of clause 19.1 of the BPS dated 19-10-1996 inasmuch as that he instituted inquiry against the workman by an order in the chargesheet itself without giving to the workman any opportunity of giving his explanation to the charge framed against the workman by him.

That the management has not held inquiry under the provisions of the BPS and the workman has not been given sufficient opportunity to defend his case. The disciplinary action was initiated without considering explanation of the workman. The authority issuing chargesheet was not competent.

That the Appellate Authority also did not apply his mind and confirmed the order of the Disciplinary Authority mechanically.

That during the course of personal hearing given to the workman on 17-08-1993 to show cause against the orders of proposed punishment, the workman, while pleading that he was innocent and had not committed the alleged misconduct of which he has been charged, had further pleaded that in the case of 8 workmen cited by him who had been proceeded against on ground of similar charges as framed against him, the concerned employees had either been reverted to the post of peon from which they had been promoted to clerical cadre on the basis of forged certificates of their educational qualifications or had been let off with minor punishment of stoppage of few increments and so, the punishment of dismissal proposed in his case was unjustified, but the disciplinary authority, save and except referring to the above plea of the workman, did not take any notice thereof while passing the final order dated 26-08-1993 nor did he adduce a single reason in the said final order as to why the aforesaid plea of the workman was not acceptable to him,

which closed minded approach of the disciplinary authority vitiated the final order dated 26-08-1993 passed by him.

That the workman is enclosing hereto a list of the similarly situated other cases in which the concerned employees facing similar charges for which the workman was dismissed were let off with the punishment of being reverted to the post of a peon from which they had been promoted to the clerical cadre by producing forged certificates of their educational qualifications and/or with some other lesser forms of punishment like stoppage of a few increments. The said list together with copies of documents relating to some of the said cases is being marked as Annexure-19.

The management has filed written statement. In the written statement it has been stated that Sh. Nanak Chand the concerned workman was appointed in the bank of 21-01-1984 as part-time Safai Karamchari and he was converted as permanent part-time Safai Karamchari, on one third of scale of wages of a member of subordinate staff under BPS at Bank's Branch at Ram Tirath Nagar, New Delhi w.e.f. 20-01-1984 vide appointment letter dated 16-02-1984 in accordance with the bank guidelines/rules.

That subsequently the workman was appointed and posted as peon-cum-waterman, on probation at the bank's branch at Lajpat Nagar, New Delhi on 21-01-1991.

That at the time of appointment under the rules and terms of the appointment, the concerned workman was required to submit the application in bank's prescribed format together with documentary proof of his educational qualifications for his appointment under BPS. It is submitted that the concerned workman submitted a photocopy of his intermediate College Leaving Certificate purported to have been issued by Inter College Kakkor (Bulandshahar) U.P. The same bears a registration No. 5061. However, to the utter shock and surprise of the management while getting the above said certificate verified it revealed that the name of Sh. Nanak Chand was not registered between Registration No. 5051 to 5120. It was also revealed that against the said Registration No. 5061 the name of Sh. Chander Pal S/o. Sh. Jashwant Singh of Rajput Caste with date of birth as 05-09-1963 admitted in the institution on 12-07-1977 and passed his examination in 1981 was appearing and there was no mention of the name of Sh. Nanak Chand (as per report of the concerned Institute vide letter No. 71/k/90-91 dated 27-07-1991). The said School Leaving Certificate filed by the workman and the above said report of the concerned institute are annexed herewith as Annexure-A.

That when the above said fraud of submitting forged and fabricated School Leaving Certificate to get his appointment in the bank committed by Sh. Nanak Chand came to light upon receipt of the above said report the bank immediately issued a memo No. RAO/PRS/91-92 : 3010 dated 15-10-1991, which was served on Sh. Nanak Chand asking to submit explanation for submitting a bogus/forged school leaving certificate within 3 days of the receipt of the said memo. The said memo dated 15-10-1991 is annexed herewith as Annexure-B.

That it is submitted that the said memo was duly received personally by Sh. Nanak Chand on 19-10-1991 under due acknowledgement and signatures of Sh. Nanak Chand. It is further submitted that the workman instead of replying to the said memo and furnishing his explanation within 3 days, took more than 6 days in submitting his reply, and thereafter on 25-10-1991 and thereafter on 19-11-1999, submitted his reply.

That it is submitted that the aforesaid reply of the concerned workman Sh. Nanak Chand for submitting a bogus/forged school leaving certificate was found not to be satisfactory and a chargesheet No. ROA/PRS/DAD/92-93 : 2851 dated 10-09-1992 was issued to him by the disciplinary authority vide notice no. RO(A) : PRS : DAD : 92-93 : 2850 dated 10-09-1992. The same is annexed hereto as Annexure-C. The following charges were leveled against the concerned workman Sh. Nanak Chand in aforesaid charge-sheet.

That Sh. Nanak Chand was appointed in the bank on 21-1-1984 as Part-time Safai Karamchari on 1/3rd wages. He was converted as sub-staff w.e.f. 21-1-1991. In the year October, 1990 Sh. Nanak Chand the concerned workman submitted a fake/forged school leaving certificate with their registration no. 5061 and appears to be issued by Intermediate College Kakor (Bulandshahar) U.P. Thus Sh. Nanak Chand acted against the interest of the bank and has committed major misconduct.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that the principles of natural justice have not been followed during the inquiry. The workman has not been supplied the copies of valuable documents. He has not been supplied even the certificate which has been alleged to be forged.

It was further submitted that the workman was given appointment letter on 16-2-1984 and he filled up the form.

It has been mentioned in his application that he was 6th pass and his date of birth has been mentioned as 19-10-1963. B-15 is the true copy of the application. B-14 is the appointment letter.

It was submitted that the educational qualification and date of birth was verified by the management at the time of appointment and the date of birth of the workman has been entered as 19-10-1963. The same date of birth has been mentioned in the alleged forged certificate. It has also been mentioned in the application form that the workman was 6th pass. There is column of mentioning the School and Merit of the workman but since he was taken as Safai Karamchari for which no educational qualification are prescribed, the educational qualifications were not entered in the application form of the workman.

It was further submitted that 8 workmen namely S/Shri Budh Prasad, Gobind Ram, Bharat Singh, Ramesh Sharma, Ayodhya Prasad, Triloki Nath Kulshreshtha, R. R. Nayyar and Sh. Shanker Lal were also served similar chargesheet but they have been retained after withholding of few increments. The workman studied up to 5th class in Baba Saheb Ambedkar Secondary School, New Delhi and at the time of his initial appointment after verifying his date of birth from the Transfer Certificate the management has entered the date of birth of the workman as 19-10-1963.

From perusal of the inquiry proceedings it transpires that the workman has been given opportunity to cross-examine all the witnesses and he cross-examined the witnesses also. He has been supplied all the relevant documents and the Disciplinary Authority has issued notice along with the findings of the Inquiry Officer regarding proposed punishment.

The management witness has stated that since the alleged forged certificate was in his personal file so it was presumed that it has been submitted by the workmen.

There appears to be some substance in the argument of the workman that the bank has awarded different punishment to different employees whereas the same chargesheet has been served on them regarding producing forged certificates.

It becomes quite obvious from perusal of the inquiry report that the Inquiry Officer has recorded the fact in the course of his inquiry that the 8 employees namely S/Shri Budh Prasad, Gobind Ram, Bharat Singh, Ramesh Sharma, Ayodhya Prasad, Triloki Nath Kulshreshtha, R.R. Nayyar and Sh. Shanker Lal have been served chargesheet for submitting forged certificates regarding their educational qualifications but after holding inquiry these

employees were let off after withholding some promotions and the Inquiry Officer has mentioned that the defence representative filed the orders regarding the employees so chargesheeted. They have been retained in service after stopping some of their increments. The same view should be adopted by the bank in case of this workman Sh. Nanak Chand also. This fact has been recorded in the course of inquiry.

The workman in his personal hearing before the D.A. and A.A. has also mentioned the fact that the 8 employees submitted forged certificates regarding their educational qualifications have been retained after withholding some increments or have been reverted. The defence representative made representation even in the inquiry and in his representation to D.A. & A.A. but these representations have not been considered.

It was submitted from the side of the management that it is in the discretion of the management to award any punishment to any wrong doer. The fact of giving different punishments to the similarly chargesheeted employees regarding forgery of the educational certificate, the management has given different punishment. All such employees have been retained in service after reverting them to their original post or after withholding some increments.

It has been held by the Hon'ble Supreme Court in the case of Galaxi Lab Vs. Presiding Officer 1984 (i) SLR 230 and VII (2000) SLT 200 as under :

"since as many as 3 workmen on almost identical charges were found guilty of misconduct in connection with the same incident, through the separate proceedings, and one was punished with only one month suspension and other was reinstated. It would be denial of justice to the workman if he alone is singled out for punishment by way of dismissal for service. Therefore, the order of removal of the workman is not only highly discriminatory but in violation of Article 14 of the Constitution of India."

The Hon'ble Apex Court has held that if the charges are identical and all are found guilty of misconduct even the proceedings are different one of the same punishment should be awarded. The workman cannot be singled out for punishment by way of dismissal from service. The Hon'ble Apex Court held the order of removal/dismissal is not only highly discriminatory but also in violation of Article 14 of the Constitution of India.

Even if it is held the inquiry is just and fair there are certain aspects which have not been considered even

by the Inquiry Officer and the Disciplinary Authority and Appellate Authority. The date of birth of the workman was recorded in 1984. The alleged forged certificate mentions the same date of birth and same educational qualification. No educational qualification is required for the post of Safai Karamchhari. There was no motive for filing forged certificate as the workman has already mentioned it in his application form and it has been accepted by the management.

In the instant case the management has not denied that the inquiry was held against 8 employees for submitting forged educational certificates regarding educational qualification and it has not also been denied that those workmen have not been retained in service. They have been awarded the punishment of reversion to the previous post or withholding of some increments. They have been retained in service. This workman requested the management to retain him in service but the management without considering the representation of the workman has passed the order of dismissal without notice. The order of the management is violative of Article 14 of the Constitution of India and is discriminatory. The management should have considered this aspect of the case of the workman and should have retained him in service as has been done regarding the 8 similarly situated employees. The order of dismissal of the workman without notice from service is not sustainable. It is discriminatory and in violation of Article 14 of the Constitution of India and it is liable to be set aside and it is hereby set aside.

The workman is Safai Karamchhari. He is not employed in any establishment but there is no shortage of work for Safai Karamchhari. He must have discharging some duties somewhere and earning his livelihood. The case has been delayed by the management as is evident from the order sheet. In the facts and circumstances of the case the workman is entitled to 25% back wages.

The reference is replied thus :—

The action of the management of CBI in dismissing Sh. Nanak Chand, Peon from service from 26-08-1993 is neither just nor fair nor legal. The workman is entitled to reinstatement with 25% back wages. The management should reinstate the workman and pay him 25% back wages within two months from the date of the publication of the award.

The award is given accordingly.

Date : 22-02-2008

R.N. RAI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 633.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ब्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 42/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/108/1998-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 633.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in Industrial Dispute between the management of Bank of India, and their workmen, which was received by the Central Government on 27-2-2008.

[No. L-12012/108/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SRI R.G. SHUKLA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, KANPUR, U.P.**

**L.D. No. 42/1999**

**Between :**

Ram Kumar 24/82 Patkapur  
Through Sri R.S. Tiwari  
D.G.S. State Bank of India Karamchhari Sangh  
13/1 Site No. 1 Kidwai Nagar,  
Kanpur

*Versus*

Bank of India  
through Regional Manager  
Bank of India 15/54-b,  
Virendra Smriti Complex,  
Civil Lines, Kanpur

#### AWARD

1. Central Govt. Mol New Delhi vide notification No. L-12012/108/98/IR(B-II) dated 4-3-99 has referred the following dispute for adjudication to this tribunal :—

(1) Whether Sh. Ram Kumar is a workman of the Management of Bank of India?

(2) Whether his claim that he was engaged as a peon by the management during the period from 1-10-85 to 25-4-96 is correct?

(3) Whether the management of Bank of India is justified in terminating the services of the said Sh. Ram Kumar on 26-6-93 is correct? If not what relief is the disputant Sh. Ram Kumar entitled?

2. A bare perusal of the schedule of reference order would go to indicate that it runs into three parts. So far as point nos. 1 and 2 of the schedule of reference order is concerned, the tribunal is of the firm opinion that these two points are dependant upon issue no. 3 of the schedule of reference order and they can be well dealt with under issue no. 3 of the reference order. Therefore, there is no need to record separate finding on issue nos. 1 and 2 and the same can be well answered in reply to issue no. 3 of the reference order.

3. So far as point no. 3 of the schedule of reference order is concerned, it is the case of the Claimant that he was appointed by the opposite party bank through its Regional Manager, on 1-10-85. The opposite party took from the claimant the work of peon at Regional Office of the bank. The nature of work assigned to the claimant is of the nature so as to cover him under the definition of workman. The workman put continuous service as peon till the date of illegal termination i.e. 25-4-96 and the opposite party did not issue any letter in writing terminating the services of the claimant. Even the claimant has not been issued any appointment letter despite repeated demands of claimant thus the opposite party has violated the provisions of para 495 of Shastri Award. The services of the claimant stood eliminated by the opposite party without payment of any notice pay or retrenchment compensation which is in violation of the provisions of section 25F, 25G and 25H of the act. The bank appointed several fresh hands after terminating the services of the claimant without providing him any opportunity of being heard in the matter. In the last it has been prayed that the claimant be reinstated in the service of the opposite party with full back wages continuity of service and all other consequential benefits be granted to him.

4. The claim of the claimant has been contested by the opposite party on variety of grounds inasmuch as that the applicant had never worked with the bank in any capacity, therefore, he had no reason to approach the bank for his appointment in the bank. The opposite party is a public sector undertaking and has its own rules and recruitment policy. In nutshell when there is any vacancy

in the subordinate cadre the Regional Manager would call for the names of suitable candidates having requisite qualification from the Employment Exchange and after holding regular selection process the appointments are on regular and permanent basis. Management has denied having appointed the claimant either on 1-10-85 or thereafter. The details of work alleged to have been performed and pleaded by the claimant has also been denied by the bank. It has also been pleaded by the opposite party that the claim of the claimant is false, baseless, bogus and devoid of merit, therefore, need no consideration at the hands of this Tribunal. On the grounds pleaded by the opposite party in their written statement it has been prayed that the claim of the claimant be rejected holding that the claimant is not entitled for any relief.

5. After exchange of pleadings between the parties, both contesting parties adduced oral as well as documentary evidence in support of their rival contentions.

6. A daily rated employee, casual employee or temporary or ad hoc employee has any right to retain his employment in public sector or under the Central Government or State Government has been considered by the Hon'ble Apex Court of India in the leading case of Uma Devi and the Hon'ble Supreme Court of India, after discussing the issue at length has clearly prepounded settled law that such employee has no right title or authority to claim regularisation of their services without undergoing through regular selection process. In the instant case, it is the own case of the claimant that he was engaged without issuance of any appointment letter, without undergoing through regular selection by the opposite party which fact has been denied by the opposite party in their written statement to the effect that in fact the claimant has never been in their employment in any capacity so question of terminating his services by the opposite party or flouting relevant provisions of Industrial Disputes Act in the facts and circumstances of the case does not arise at all.

7. It has also come in the pleadings of the opposite party that they have never engaged or appointed the claimant in their employment at any point of time so from this point of view, the tribunal feels no hesitation to accept the claim of the opposite party. If it is so under these circumstances the tribunal is bound to believe that the opposite party never engaged or appointed the claimant in their employment, therefore, it is held that the claimant is not entitled for any relief as claimed by him.

R.G. SHUKLA, Presiding Officer



नई दिल्ली, 27 फरवरी, 2008

का. अ. 634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 39/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/153/2005-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen which was received by the Central Government on 27-2-2008.

[No. L-12012/153/2005-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SRI R. G. SHUKLA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, KANPUR**

Industrial Dispute No. 39 of 2006

Sri Pramod Kumar,  
S/o Sri Shyam Lal,  
House No. 33/12,  
New Adarsh Nagar,  
Balkiki Basti Behind Rakabganj,  
Thane Agra

Vs

The Regional/Assistant General Manager  
Syndicate Bank,  
Regional Office,  
Sanjai Place,  
Agra

#### AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-12012/153/2005-IR (B-II) dated 24-5-2006 has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Syndicate Bank in terminating Sri Pramod Kumar S/o Sri Shyam Lal from service w.e.f. 17-11-2004 is legal

and justified. If not, to what relief the disputant concerned is entitled ?”

2. The workman vide application dated 13-11-2007, has prayed this Tribunal that he is not interested to prosecute with the present case on the assurance given by the opposite party bank that he will be given appointment order provided he withdraws the proceedings of this case. He has also filed photocopy of letter dated 28-9-2007 to this effect which is on record.

3. Considering the request of the workman, he is permitted to withdraw the proceedings of the instant case with the order that he will not be held entitled for any relief pursuant to his statement of claim filed in the case.

4. Reference is decided in the above terms in Lok Adalat today.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. अ. 635.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 109/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/121/1999-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 109/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in Industrial Dispute between the management of Syndicate Bank and their workmen which was received by the Central Government on 27-2-2008.

[No. L-12012/121/1999-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, BANGALORE**

Dated : 21st February 2008

#### PRESENT

Shri A. R. Suddiqui, Presiding Officer

**C. R. NO. 109/1999****I PARTY**

Shri M. Hanumanthappa,  
S/o Shri M. Bheemaraja  
Maistry,  
Mohammed Nagar,  
Bomdi Harlapur,  
Koppal Taluk,  
Raichur-533234  
Karnataka State.

**II PARTY**

The General Manager (P),  
Syndicate Bank,  
Head Office,  
Manipal-576119  
Karnataka State,

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/121/99/IR(B-II) dated 29th September, 1999 for adjudication on the following schedule :

**SCHEDULE**

"Whether the action of the management of Syndicate Bank Manipal is justified in imposing the punishment of dismissal from service on Shri M. Hanumanthappa ? If not, what relief the workman is entitled to ?"

2. A charge sheet dated 16-5-1989 was served upon the first party in the following terms :

**CHARGE SHEET**

It is alleged against you that during the period between 11-4-1979 and 21-3-1988, you were working as a Clerk at our Sriramnagar branch and that while functioning as such, in between 27-8-1987 and 29-1-1988, you worked in the Postal Outward department at the branch and that while working in the Postal Outward department, you made certain entries in the postal outward register maintained at the branch and got reimbursed amounts, declaring/indicating that such reimbursement pertained to the actual postal expenditure incurred by you on behalf of the branch.

The following are the details :

That during the period between 14-9-1987 and 25-1-1988, among others, 279 articles meant for dispatch, consisting of notices to the borrowers/pigmy balance confirmatories etc., were entrusted to you for dispatch and you made entries in respect thereof in the Postal Outward Register maintained by the branch. The details are shown in the enclosed Annexure No. 1.

That while making entries in respect of 279 articles in the Postal Outward Register as said above, against

33 items you falsely indicated certain numbers, apparently showing that such numbers pertained to the receipts issued by the Postal department. After making those 279 entries in the postal outward register, you got reimbursed on the respective dates, sums of Rs. 1,287.65, being the postal expenditure said to have been incurred by you. In fact, you were not entitled to claim and receive such reimbursement of monies in as such as you did not dispatch those 279 articles by post.

That on 29-1-1988, while verifying the stamps in stock held by you, Shri H. B. Hulgolkar, Asstt. Manager and Shri B. N. Nanjundappa, Manager found that the actual stock of stamps held by you was not in accordance with the particulars furnished by you in the postal outward register. On the same day i.e. on 29-1-1988 you were withdrawn from the postal outward department and the work of the Section was entrusted to Shri Veerabhadrappe, Clerk. Following your withdrawal from the postal outward department you handed over to the said Shri Veerabhadrappe, among others, a sum of Rs. 80.25 being the postage of 15 registered letters already claimed and got reimbursed by you on 25-1-1988, which in fact were not despatched.

That thereafter, on 30-1-1980, you handed over to the branch manager 263 unstamped inland letters, which you had falsely shown in the postal outward register having been dispatched by Registered post on various dates and claimed and obtained reimbursement of postal expenditure in connection therewith along with a statement containing the particulars of such inland letters.

That thereupon, vide your letter dated 3-2-1988 addressed to the Divisional Manager Divisional Office Bellary, you stated inter alia that you have not sent 263 notices belonging to the Advance Section from August 1987 to January 1988 and that the amount was misutilised by you and that for such acts, you be warned etc.

That subsequently, vide your letter dated 15-2-1988 addressed to the branch manager, you requested him to grant you time for 90 days or till the date of disbursal of the bonus amount for the year 1987 whichever is earlier, to reimburse the amount of stamps in stock in respect of 263 letters, which you misutilised.

By your above acts, you indulged in misappropriation of monies and falsification of records and accounts of the branch and thus committed an act of "gross misconduct" within the meaning of Clause No. 19.5 of the Bipartite Settlement.

We therefore charge you "for doing acts prejudicial to the interests of the Bank" vide Clause No. 19(j) of the Bipartite Settlement.

3. There was a Domestic Enquiry conducted against him and on the basis of the admission of the guilt by the first party and the oral and documentary evidence produced by the management during the course of enquiry, findings were submitted by the enquiry officer holding the workman guilty of the charges and it is based upon the findings he was dismissed from service.

4. The first party workman in his Claim Statement before this tribunal while, challenging the proceedings of enquiry held against him as not in accordance with the principles of natural justice, findings of the enquiry officer as suffering from perversity, also challenged the dismissal order passed against him as unjust and shockingly disproportionate to the gravity of the charges of misconduct committed by him. In his claim statement at para 5 he contended that at the beginning of the enquiry he was informed by the enquiry officer that nothing will happen to him in the event he admits the charges. Therefore, against his own will and wish he admitted the charges in the enquiry which was not voluntary. At para 6, he contended that after the enquiry officer made him to admit the charges which he did reluctantly, the management examined the three witnesses and asked him to sign the proceedings and at Para 7 he contended that he was made to give his statement after the close of the examination of the management witness wherein he categorically stated that due to certain confusion crept in at the branch level at the time, he could not dispatch the "postal articles and it was not his intention to mis-utilise the amount of postal expenditure or to do an act prejudicial to the interests of the bank" and this itself goes to show that there was no intention on his part to admit the charges and therefore, inference can be drawn that the alleged admission is not voluntary. At paras 10 & 11 of the claim statement the first party while making out the case of discrimination and victimisation gave instances of one Mr. Ravi M. Halli and Shri Allan Faria who were working with the management bank as a Clerk and had committed similar misconduct. He stated that as far as said Ravi is concerned when he voluntarily admitted his guilt, instead of being dismissed from service he was given minor punishment and allowed to work with the bank. As far as Shri Allan Faria is concerned, when he admitted the charges of misconduct, the management exonerated him by imposing the minor punishment. Therefore, he contended that the punishment of dismissal passed against him not only is shockingly disproportionate but also a case of victimisation and discrimination and therefore, the dismissal order passed against him is liable to be set aside.

5. The management by its counter statement, while, asserting that the enquiry conducted against the first party

was in accordance with the principles of natural justice and in terms of the Bipartite Settlement, further denied the contention of the first party that he admitted the charges on the assurance given by the enquiry officer that nothing will happen to him, if he admits the charges. The management further contended that apart from the admissions of the guilt by the first party, 3 witnesses were examined on behalf of the management establishing the charges of misconduct leveled against him. Therefore, the management contended that the enquiry findings were based upon sufficient and legal evidence apart from the admission of the guilt by the first party and in the result, findings suffered from no perversity and that the dismissal order passed against the first party was proportionate to the gravity of the misconduct committed by him. Hence requested this tribunal to reject the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 30-3-2004 framed the following Preliminary Issue :

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper ?"

7. After due trial of the said issue, wherein, the management examined the enquiry officer as MW1 and got marked 3 documents at Ex. M1 to M3 and the first party examined himself by giving his statement, arguments were heard and this tribunal by order dated 18-1-2007 answered the above said issue in favour of the management recording a finding that the enquiry conducted against the first party by the second party in fair and proper. Thereupon, I have heard the learned counsels for the respective parties on merits of the case i.e. on the point of alleged perversity of the findings and the quantum of the punishment.

8. Learned counsel for the first party Shri B. D. Kuttappa in his arguments without going into the merits of the enquiry findings just made one submission to the effect that there has been a discrimination made against the first party in dismissing him from service as in case of other two management employees referred to supra who were involved in a similar misconduct, the management took lenient view imposing the minor punishment and therefore, he requested this tribunal to take lenient view against the first party who is already running 55 years of age and is at the end of his service.

9. Whereas, learned counsel for the management supporting the findings of the enquiry officer submitted that there was no discrimination made against the first party as against the aforesaid two employees. His contention was that those two employees had committed misconduct similar in nature but the amount involved in each of those two cases was quite meager and further there

were other considerations taken into account by the Disciplinary Authority as well as the Appellate Authority concerned in imposing minor punishment on them and whereas, the misconduct committed by the first party involved a sum of Rs. 1200 and odd and that he had no good past service record.

10. After having gone through the records, more particularly, the findings of the enquiry officer and the evidence brought on record during the course of enquiry by no stretch of imagination it can be said that the enquiry findings suffered from perversity. Proceedings of the enquiry as well as the enquiry findings first of all make it abundantly clear that the first party after having been read over with the charges of misconduct, in no uncertain terms, pleaded guilty to the charges. As noted above, in his claim statement itself, the first party has come out with a statement that he admitted the charges but on the assurance given by the enquiry officer that nothing will happen to him. This statement of the first party will carry no weight and significance not being supported by any material on record. The fact that the first party admitted the charges of misconduct during the course of enquiry has also been substantiated in the statement of the enquiry officer, MW1 examined before this tribunal. Except to make a suggestion to MW1 in his cross-examination, the first party was not read over with the charges and that he did not admit the charges, which suggestion has been denied, nothing worth was elicited from MW1 to doubt or suspect the veracity of his statement. Therefore, we must proceed on the assumption that first party pleaded guilty to the charges during the course of enquiry. It is to be noted that to be on safer side despite the admission of the guilt by the first party, the management examined three witnesses and got marked certain documents including the letter of undertaking given by the first party dated 15-2-1988 wherein he admitted to have appropriated the amount claimed against the postal account towards the expenditure incurred by him for posting the letters and other correspondence numbering over 263 articles marked at Ex. MEX. 4 during the course of enquiry. Therefore, the enquiry findings are not only based on the admission of guilt made by the first party but also on sufficient and legal oral and documentary evidence produced during the course of enquiry. That apart, as noted above, neither in the claim statement nor by way of arguments learned counsel for the first party highlighted any legal or factual defects so as to establish before this tribunal that enquiry findings suffered from any perversity. In the result, it is to be held that enquiry findings are quite fair and proper.

11. Now, the next question to be considered would be whether the punishment of dismissal against the first party is proportionate to the gravity of the misconduct. Learned counsel as noted above, in this context wanted to make out a case of discrimination and victimisation giving the instances of the said two employees of the management

who were dealt with minor punishment despite committing the misconduct, similar, on hand. On the application moved on behalf of the first party, the management produced the records pertaining to the cases of said two employees marked before this tribunal at Ex. W1 & W2 series. From the perusal of W1 series it can be revealed that in the case of Mr. Ravi similar charges of misconduct of misappropriating of postal charges were made and the amount involved in the said misconduct was to the tune of about Rs. 300. The disciplinary authority after having taken into consideration the findings of the enquiry officer against the said employee while proceeding to pass the punishment order observed as under :—

"I observe that in a public institution like bank, offences involving dishonesty and misappropriation, no doubt are to be dealt severely. But in the instant case, the amount involved is very small and has been reimbursed by the employee soon after the incident. The past records do not indicate any such report against him. Moreover, he has been pleading guilty of his misconduct at all stages of departmental action and expressed regrets for an act committed in a weak moment. Taking all these circumstances into account, I am now inclined to show leniency and give him an opportunity to improve himself by reducing the punishment from the proposed "dismissal" to "reduction of basic pay by two stages in the time scale". therefore, I pass the following.

12. Against the case of other employee who committed the misconduct similar in nature misappropriating a sum of Rs. 40.50, in the first instance, by the Disciplinary Authority, he was dismissed him from service but on the appeal made by him, the appellate authority took lenient view considering his young age and the fact that the delinquent admitted the guilt at all stages of the proceedings of enquiry right from the date of issuance of the charge sheet. Therefore, having regard to the aforesaid facts and amount of misappropriation involved in the aforesaid two cases, it cannot be said that there was a discrimination and victimisation made against the first party as against the aforesaid two employees while, imposing the punishment. In both the cases the amount involved being very small and meager, the authorities have taken the lenient view by imposing the minor punishment. But in the instant case the amount involved is not meager and it can be read from the charge sheet issued against the first party that he committed the misconduct of misappropriation of the amount in question in respect of as many as 279 articles showing that they were dispatched as per the entries made in the postal outward register but in fact they were not dispatched and the amount claimed towards the expenditure for the said purpose was misappropriated by the first party spreading over a long time. Therefore, in the strict sense it is very difficult to appreciate the arguments advanced for the learned counsel

for the first party that there was a case of clear discrimination and victimisation. However, taking into consideration the minor punishment imposed upon the aforesaid two officials for the very same nature of the misconduct, the first party is now facing, irrespective of the quantum of the amount involved and in view of the fact that the first party had been working with the management right from the year 1971 onwards till he was dismissed from service somewhere in the year 1990, it appears to me that ends of justice will be met if he is punished with the denial of back wages from the date of his dismissal till the date of his reinstatement withholding his four annual increments with cumulative effect to be accrued to him after his reinstatement in service with the benefit of continuity of service and other consequential benefits. Hence the following award :

#### AWARD

The management is directed to reinstate the first party into its service without back wages from the date of his dismissal till the date of his reinstatement withholding his four annual increments with cumulative effect to be accrued to him from the date of his reinstatement with continuity of service and other consequential benefits. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 21st February, 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रिभुज न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 29/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/28/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in Industrial Dispute between the management of Central Bank of India and their workmen which was received by the Central Government on 27-2-2008.

[No. L-12012/28/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE SRI R. G. SHUKLA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 29 of 2002

In the matter of dispute between :

Sri Suresh Chandra,  
S/o Sri Ram Prakash,  
Mohalla Kumaran Eksil,  
Etawah

AND

The Regional Manager  
Central Bank of India,  
Sanjay Place,  
Agra

#### AWARD

1. Central Government, MOL, New Delhi, vide Notification No. L-12012/28/2002-IR (B-II) dated 8-5-2002 has referred the following dispute for adjudication to this Tribunal :

"Whether the claim of the disputant Sri Suresh Chandra son of Sh. Ram Prakash that he was engaged by the management of Central Bank of India to perform the duties of peon/sub-staff during the period from 10-2-97 to 12-5-01 continuously is correct? If so whether the action of the management in terminating/discontinuing him from further engagement is justified and legal and what relief is the disputant entitled to?"

2. A bare perusal of the schedule of reference order would go to show that the same has not been properly worded. The question posed by Central Government in the instant case does not appear to be an industrial dispute as defined under the Act.

3. Needless to mention that it would be absolutely futile exercise to give full facts of the case for the reason that date of termination of the service has not been mentioned in the schedule of reference order. If the tribunal after appreciation of facts and evidence of the case concludes that the termination of the services of the workman is neither legal nor justified then question arises for consideration as to from what date the workman be granted relief of reinstatement in the service of the opposite party bank. Since date of termination of the services has not been given in the reference order, therefore, no relief can be granted to the workman as claimed by him in his statement of claim. In view of above, first part of the reference order becomes infructuous, therefore, need no consideration.

4. In view of what has been discussed above, it is held that the workman cannot be granted any relief as claimed by him in his statement of claim. Accordingly reference is answered against the workman and in favour of the management.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 39/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/8/2004-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Canara Bank and their workmen which was received by the Central Government on 27-2-2008.

[No. L-12012/8/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 15th February 2008

#### PRESENT

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 39/2004

#### I PARTY

Shri Umapathy,  
S/o Late Munivenkatappa,  
No. 146, Santhe Maidana  
Badavane,  
Kolar-563101  
Karnataka State

#### II PARTY

The Management of  
Canara Bank,  
Head Office No. 112,  
P.B. No. 6648, J. C. Road,  
Bangalore-560002

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of

Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/8/2004/IR(B-II) dated 28th June, 2004 for adjudication on the following schedule :

#### SCHEDULE

"Whether the management of Canara Bank is justified in dismissing of Shri Umapathy, Sub-staff from service w.e.f. 21-10-2000 ? If not, what relief the workman is entitled to and from which date ?"

2. A charge sheet dated 31-1-2000 came to be served upon the first party workman in the following terms :

#### CHARGE SHEET

"You have been working in sub-staff at our Kolar branch since 14-6-1999. You are in the habit of remaining absent from duties very frequently and unauthorisedly without intimation, submitting proper leave application or obtaining prior sanction from the competent authority, in gross violation of leave rules of the bank. So far your absence for 1245 days has been treated as AWL and hence on loss of pay besides sanctioning 116 days of leave on loss of pay.

Earlier, you were issued with charge sheets on four occasions for violating the leave rules and indiscriminate leave taking and appropriate punishments were imposed on you, and the details are furnished below :

Charge Sheet No.	Punishment imposed
1. BLC/DAC/2120/ E.37/H/93/93 dated 10-11-1995	CENSURE
2. BLC/DAC/2060/ E.37/H/52/96 dated 12-8-1996	Stoppage of increment for a period of one year with cumulative effect.
3. BLC/DAC/3093/ E.37/CH/84/97 dated 26-7-1997	Stoppage of increment for a period of two years with cumulative effect.
4. BLC/DAC/3133/ E.37/CH/109/97 dated 17-11-1997	Discharged with Super-annuation benefits as could be due otherwise at that stage and without disqualification for future employment. However, on preferring an appeal the appellate authority had modified the punishment to "stoppage of four increments with cumulative effect."

On reinstatement, you were transferred to our Masthi branch, where you reported for duties on 26-9-1978. Despite the above, you have not improved your leave record and you continued to remain absent from duties unauthorisedly in utter violation of leave rules of the Bank. You remained absent from 1-3-1999 to 13-6-1999 for 105 days without submitting proper leave application and your absence for the above period has been treated as AWL and hence on loss of pay. Meanwhile, you were transferred from our Masthi branch to Kolar branch a place of your choice. You have reported for duties at Kolar branch on 14-6-1999. However, you continued to remain absent unauthorisedly, in violation of leave rules of the bank.

In the instant case, you remained absent from duties from 16-8-1999 to 7-10-1999 for 53 days without any intimation, and you have submitted the leave application only on 8-10-1999, at the time of reporting back for duties. Seeking leave on Medical grounds. As per the leave rules of the bank, an employee seeking leave on medical grounds is required to submit the leave application immediately on remaining absent supported by a medical certificate recommending leave for a specified period. The employee is required to submit the medical fitness report while reporting back for duties. You have not submitted the leave application supported by a medical certificate recommending rest and treatment for the specified period of your absence from duties from 16-8-1999, immediately on remaining absent from duties. Your action of submitting the leave application supported by the medical certificate only on reporting back for duties is in violation of leave rules of the bank and hence your absence for the period from 16-8-1999 to 7-10-1999 is treated as AWL and hence on loss of pay. Your frequent unauthorised absence was hampered the smooth functioning of the branch.

By your above action of remaining absent unauthorisedly continuously for a period exceeding 30 days you have committed gross misconduct within the meaning of Chapter XI, Regulation 3 Clause(r) of Canara Bank Service Code."

3. After conducting the DE and holding the first party workman guilty of the charges as alleged in the chargesheet, he was punished by the impugned punishment of dismissal from service.

4. The first party workman by way of his claim statement before this tribunal, while challenging the enquiry proceedings raised several grounds more particularly, urging that it was an ex parte enquiry conducted against him and that he was not given sufficient and reasonable opportunity to defend himself during the

course of enquiry. The first party also challenged the enquiry report as unreasonable and perverse giving his explanation when was served with the said report. He also challenged the punishment order as unjust and illegal and the order of the appellate authority dismissing his appeal as passed without application of the mind. He, therefore, contended that after having unsuccessfully challenging the dismissal order by way of appeal as on 19-8-2003 he raised the dispute before the Regional Labour Commissioner (Central), Bangalore and at the result of the enquiry proceedings ending by failure report, the present reference is before this tribunal. While giving out the reasons of his absence from duty the first party at para 10 of his claim statement submitted that he was constrained to be on leave for 53 days from 16-8-1999 to 7-10-1999 as he was under treatment for Tuberculosis for which he submitted medical report with the management on 8-10-1999 itself, when he reported for duty. He further contended that he had kept informed his immediate superior official about his health problems and his treatment for Tuberculosis. He was not in a position to work in the bank in view of his serious ill health. Therefore, his absence from duty for 53 days was for bona fide reasons and not willful or wanton. Therefore, he requested this tribunal to set aside the impugned punishment order and to reinstate him in service with all consequential benefits.

5. The management by its counter statement however, took up the contention that this was not the first occasion on which the first party remained absent from duty as he committed similar misconduct on other 4 occasions for which he was punished by order of Censure, Stoppage of one increment for one year with cumulative effect and discharged with superannuation benefits which order of the disciplinary authority was modified by the appellate authority confirming the punishment of stoppage of 4 increments with cumulative effect. Therefore, the management's contention is that the first party despite the above said punishment, once again, remained absent from duty for the aforesaid period of 53 days and submitted his leave application only on 8-10-1999 at the time of reporting for duty seeking leave on medical ground. Whereas, an employee seeking leave on medical ground was required to submit the leave application immediately remaining absent supported by medical certificate recommending leave for a specified period. The management contended that the first party having remained absent from duty for the aforesaid period of 53 days continuously i.e. for a period exceeding 30 days has committed gross misconduct prejudicial to the interest of the bank and therefore, the punishment of dismissal ordered against him was quite legal and justified. On the point of proceedings of the enquiry, the management contended that it was conducted in accordance with the principles of natural justice wherein, the first party was

given an opportunity to defend himself by taking the assistance of one Mr. G. Radhakrishnan. While justifying the enquiry findings, the management contended that there was sufficient legal, oral as well as documentary evidence produced during the course of enquiry to establish the fact that the first party remained absent from duty for the aforesaid period in violation of the rules of the grant of leave and thereby invited the punishment in question which punishment is quite proportionate to the gravity of the misconduct committed by him. In the result, the management requested this tribunal to reject the reference.

6. Having regard to the respective contentions of the parties about the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 22-6-2005 framed the following preliminary issue :—

“Whether the DE conducted against the first party by the second party is fair and proper.”

7. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked six documents at Exts. M1 to M6. The first party by way of rebuttal examined himself as WW1 without getting marked any document.

8. After having heard the learned counsels for the respective parties this tribunal by order dated 16-1-2007 answered the above said issue in favour of the management holding the enquiry as fair and proper. Thereupon, the first party once again examined himself on the point of gainful employment and on the point of victimisation producing one document at Ex. W1 in respect of one Mr. Maheshwarappa suggesting that he was dealt with punishment of stoppage of increment for a period of 3 years with cumulative effect. There was no further rebuttal evidence adduced on behalf of the management on the said point. Thereupon, I have heard the learned counsel for the respective parties on merits i.e. on the alleged perversity of the findings and on the point of quantum of the punishment.

9. Learned counsel for the first party Shri Muralidhar submitted that the case on hand is very much deserving a lenient view at the hands of this tribunal for the reason that the first party undisputedly suffered from a very serious disease namely, the disease of Tuberculosis and was compelled to remain absent from duty for the aforesaid period of 53 days while taking treatment for the said disease. He submitted that apart the first party submitted his medical certificate while reporting for duty which medical certificate was not considered by the management for no good reasons. Lastly, he submitted that for the similar act of misconduct committed by the said Maheshwarappa in the first instance, the disciplinary authority had compulsorily retired him from service but the appellate authority took lenient view reinstating him in service with the stoppage of 3 increments and therefore, in the instant case also having regard to the aforesaid circumstances and taking

into account the short period of 53 days of absence from duty that too, for a reasonable cause the first party deserves mercy at the hands of this tribunal and Section 11A of the ID Act.

10. Learned counsel for the management on the other hand submitted that it was not for the first time the first party remained absent from duty but he had committed such a misconduct on earlier four occasions also and once he was also discharged from service but for modification of the said punishment by the appellate authority subsequently. Therefore, according to him it is not a fit case to take lenient view.

11. Now, coming to the first point as to whether the enquiry findings suffered from perversity. As noted above, the learned counsel or the first party did not highlight any legal or factual defects with the findings of the enquiry officer so as to term them as perverse and arbitrary. Moreover, this is not a case where the first party could dispute the fact of his remaining absent from duty for the period aforesaid. It is the very case of the first party that he was prevented in attending his duty during the aforesaid period of 53 days for having suffered from ill health of Tuberculosis taking treatment for the said disease during the said period. It is his own case that it is at the time of joining duty he submitted his medical certificate. Therefore, this act of the first party submitting the medical certificate while joining the duty was not in accordance with the rules and the regulations of the management bank which required the submission of the medical certificate by the employee concerned while proceeding on leave. Therefore, undisputedly, it was a case of unauthorised absence from duty without prior permission and without getting the leave sanctioned in accordance with the rules. In the result, there cannot be any grouse to be made out against the findings of the enquiry officer in holding the first party workman guilty of the charges and hence it is to be held that findings do not suffer from perversity.

12. Now, coming to the quantum of the punishment. First of all as noted above, the period of absence in this case cannot be said to be too long to be viewed very seriously inviting the punishment of dismissal. Of course, as per the regulation quoted in the charged sheet the misconduct committed by the first party for having remained absent from duty exceeding the period of 30 days amounts to gross misconduct but for such a gross misconduct the management has got vast discretionary powers to deal with the delinquent concerned in a proper and appropriate way, particularly, in this case when the first party submitted the medical certificate itself while reporting for duty, genuineness of which medical certificate was not suspected or doubted by the management. One more consideration to prevail with this tribunal would be the punishment imposed upon the above said employee Shri Maheshwarappa for the similar



misconduct committed by him. As could be read from the proceedings with respect to the said employee produced before this tribunal at Ex. W1 for the unauthorized absence of a period of 50 days he was met with punishment of compulsory retirement by the disciplinary authority but on appeal the dismissal order was modified by replacing the same with stoppage of increments for a period of 3 years with cumulative effect. The Interregnum period from the date of compulsory retirement till the date of he reported for duty was ordered not to be considered for any purpose. Therefore, having regard to the above said facts and circumstances, it appears to me that the punishment of dismissal passed against the first party in this case is shockingly disproportionate to be replaced by lesser punishment, ends of justice will be met if, the first party is ordered to be reinstated in service with 50 per cent of the back wages from the date of his dismissal till the date of his reinstatement with continuity of service and all other consequential benefits withholding his three annual increments with cumulative effect. Hence the following Award :

#### AWARD

The management is directed to reinstate the first party into its services with 50 percent of the back wages from the date of dismissal till the date of his reinstatement in its services with continuity of service and all other consequential benefits withholding his three annual increments with cumulative effect from the date of impugned punishment order onwards. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 15th February, 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 56/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/144/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in

the Industrial Dispute between the management of Bank of Baroda and their workmen which was received by the Central Government on 27-2-2008.

[No. L-12012/144/2003-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 11th February 2008

#### PRESENT

Shri A. R. Siddiqui, Presiding Officer

C. R. NO. 56/2003

#### I PARTY

Shri Shekar Alias Shekanna  
S/o Guranna Udgi,  
C/o D V Patange, MANAS  
Kusnoor Road,  
Gulbarga-585105  
Karnataka State

#### II PARTY

The Regional Manager,  
Bank of Baroda,  
Regional Office,  
HJS Chambers, III Floor,  
No. 26, Richmond Road,  
Bangalore-560025

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/144/2003/IR(B-II) dated 23rd September, 2003 for adjudication on the following schedule :

#### SCHEDULE

"Whether the action of the management of Bank of Baroda, in relation to their Gulbarga Branch, Gulbarga, Karnataka State, in terminating the services of Shri Shekar Alias Shekanna, S/o Shri Guranna Udgi, Ex. Peon is justified ? if not, what relief Shri Shekar Alias Shekanna is entitled to ?"

2. The case of the first party as made out in the Claim Statement, in brief, is that he being appointed as a Peon on daily wages started working with the management bank w.e.f. 1-1-1992 rendering his services sincerely, honestly and to the satisfaction of the management. He worked with the management continuously without any break till he was illegally retrenched on 9-8-2002; that the management with an intention to create break in his service was not paying him wages for few days every month and thereby was creating break in service of a day or two artificially; that the management refused work to the first party on 9-8-2002 saying that his services have been terminated; that by virtue of working continuously for more than 240 days, he has perfected his rights for the regularisation of

his services and that the management instead of regularizing his services, has terminated his services. Therefore, the order of termination is illegal not being preceded by any payment of compensation or by following the provisions of Section 25F of the ID Act. In the last he requested this tribunal to pass an award reinstating him in service with all consequential benefits.

3. The management by its counter statement however, took up the stand that the first party was never appointed as a Peon nor there existed any relationship of employer and employee between the management and the first party and that the dispute raised by him is outside the purview of the provisions of Industrial Disputes Act. The management after having referred to the recruitment rules for appointment of sub-staff either on permanent or on temporary basis further contended that it is on receiving the list of the candidates sponsored through the Employment Exchange, candidates are required to be interviewed and they will be selected on merit basis after due medical examination and then they will be put on probation. The management therefore, contended that since the first party has not fulfilled the aforesaid recruitment rules and the conditions for appointment of sub-staff either on temporary or permanent basis, he now cannot claim any right against the management. The management further contended that the engagement of the first party by the branch, if any, was in accordance with Section 2(oo) (bb) of the ID Act and in the result there arises no question of illegal retrenchment and therefore, reference is liable to be rejected.

4. Now, therefore, in the light of the aforesaid pleadings, three important questions to be considered would be :

- (i) Whether the first party worked with the management continuously for a period of 240 days and more in any of the calendar year in the aforesaid period i.e. between 1-1-1992 and 9-8-2002 much less during the calendar year immediately preceding his alleged termination;
- (ii) If so, whether the action of the management in terminating the services of the first party amounts to illegal retrenchment and illegal termination vis-a-vis Section 2(oo) read with Section 25F of the ID Act;
- (iii) If so, to what relief the first party is entitled for.

5. The management to substantiate its contentions examined one witness as MW1 said to have been working with the management bank as Sr. Branch Manager. His statement in nutshell is that in order to fill up the vacancy of sub staff the bank should write to the Employment Exchange for sponsoring the names of the candidate and

it is after holding the interview selection will be made in case, the candidates fulfilled the required conditions and that no branch manager on his own can appoint any sub staff in the bank either as temporary staff or on permanent basis. In his last sentence he stated that the first party in this case has not been selected in accordance with the said procedure. In his cross examination he denied the suggestion that the first party worked as a peon from 1-1-1992 till 9-8-2002 stating further that it is not so as per the available records. He shown his ignorance to the suggestion that there was a correspondence between the bank and the first party speaking to the fact that he was working in the bank. He denied the suggestion that the first party was being engaged by the bank making payment of wages in different names so as to avoid his claim for 240 days service.

6. As, against this, the first party examined himself as WW1 and two witnesses as WW2 & WW3 and got marked one document at Ex. W1. His statement in examination chief, relevant, for the purpose is that he joined the services of the management in the year 1992 as a temporary Peon being engaged by the then branch manager of the bank Shri Basavaraj Salimath. He was being paid wages initially at the rate of Rs. 25 per day and worked with the management continuously without any break in service. He worked uptill August 2002 during which period one Mr. P. R. Kulkarni was the branch manager. He further stated that he was being paid wages taking his signature on vouchers without giving him copies of those receipts. He then referred to the letter dated 22-12-1999 marked at Ex. W1 to show that there was a correspondence by the then branch manager with the higher ups disclosing the fact that the first party was working with the management all along. In his cross examination it was however, elicited there was no appointment letter as such issued in his favour and that his name was not sponsored through Employment Exchange. He denied the suggestion that at no time he worked with the management and that document produced by him was created one. The second witness for the first party is by name Shri K. Janardhana Thunga working with the management bank at M. G. Road Branch as a Computer Operator. His statement is to the effect that he is doing the job of Computer Operator since 1992 and he knew the first party since last 10 to 12 years working with the management at Gulbarga branch. He stated that as a General Secretary of the bank of Baroda Employees Union, he had been taking up the cause of the employees with the management and on several occasions he discussed the matter relating to the first party with the management bank for regularisation of his services. In his cross examination it was elicited that he has been the office bearer of the union as a Secretary for the last 20 years. It was elicited that he knows the procedure of appointment of sub-staff and that the first party has not

gone through the said procedure. The 3rd witness for the first party is one Mr. Venkatesh Arakalagudu and his affidavit reads to the effect that he was working with the management bank from 1981 to 2001 and was with the management Gulbarga Branch between 1990 and 1994. He stated that the first party was working as a Peon-cum-Attender in Gulbarga branch between 1992 and 2002, continuously. In his cross-examination he denied the suggestion that he was not the official of the management bank and that he did not work at Gulbarga branch between the year 1990 and 1994.

7. Now, therefore, in the light of the above, the following 3 points fall for consideration of this tribunal :—

- (i) Whether the first party worked with the management continuously for a period of 240 days and more in any of the calendar year in the aforesaid period i.e. between 1-1-1992 and 9-8-2002 much less during the calendar year immediately preceding his alleged termination;
- (ii) If so, whether the action of the management in terminating the services of the first party amounts to illegal retrenchment and illegal termination vis-a-vis Section 2(oo) read with Section 25F of the ID Act;
- (iii) If so, to what relief the first party is entitled for.

8. Learned counsel for the management in his arguments once again reiterated the various contentions taken by the management in its counter statement suggesting that there was no appointment of the first party preceded by following the recruitment rules much less his name being sponsored through Employment Exchange and therefore, he cannot maintain the present claim against the management. He nextly contended that the first party's witnesses are not competent to speak to the services rendered by the first party with the management and therefore, this testimony not reliable.

9. Whereas, the learned counsel for the first party argued that the statement of the first party that he worked with the management between 1992 and 2002 has been fully corroborated by the aforesaid oral evidence of his two witnesses as well as the document at Ex. W1. His further contention was that no where in the counter statement, in the statement of MW1 in his examination chief or by way of cross-examination of WW1, the management has denied the fact of services of the first party being engaged by it between the above said period except to say that his name was not sponsored through Employment Exchange and that he was not selected under the Recruitment Rules by the competent authority.

10. On going through the records, I do not find substance in the arguments advanced for the second party. Before adverting upon the merits of the case, at the very outset, it is to be made clear that the first party undisputedly, was working with the management as a Peon on daily wage basis and that he was not the employee of the management bank either on temporary basis or on permanent basis following the recruitment rules by the competent authority or that his name was sponsored through employment exchange to be followed by interview and other procedure for the purpose of the aforesaid appointment. Therefore, we have to proceed on the assumption that the first party was not a regular employee of the management bank on which point the management harped very much. Now, the only question in the first instance to be considered would be 'whether as a daily wage worker the first party's services were being engaged by the management bank continuously, during the aforesaid period much less during the 12 calendar months immediately preceding his alleged termination'. As could be read from the very stand taken by the management in its counter statement and in the statement of MW1, nowhere the management in clear terms specifically and positively denied the claim/contention of the first party that he was in the services of the management in the aforesaid capacity right from the year 1992 till 2002. As noted above, the management in the counter statement as well as through the statement of its witness focused only on the point that the first party was not appointed either as a temporary or permanent employee following the recruitment rules and therefore, he cannot maintain the present claim. Therefore, neither in the counter statement nor in the statement of MW1 there was a denial of the fact that the services of the first party were being engaged by the management in between the aforesaid period. It is again interested to note that the aforesaid claim of the first party by way of his evidence before this tribunal again was not disputed in his cross-examination before the management. Here again the management was just content by making a suggestion to the first party that his name was not sponsored through the employment exchange for the purpose of recruitment by the management. No suggestion was made to this witness denying his statement that he worked with the management between the aforesaid periods all along continuously. No such suggestions were also made to the other two witnesses examined for the first party. Among the said two witnesses, WW2 namely, Shri Janardhana Thunga was the very important and competent witness and according to his statement as noted above, he was working with the management bank since 1992 onwards as a Computer Operator and knew the first party from 10 to 12 years working as Peon in Gulbarga branch. Here again there was no suggestion to this witness denying the aforesaid statement except to elicit from his mouth that he has been the Secretary of the aforesaid employees union for about

a period of 20 years and that he knew the recruitment rules and procedure for appointment of sub staff. Apart from the aforesaid oral testimony, we have got one important document supporting the case of the first party at Ex. W1. From the reading of the said document which is a letter dated 22-12-1999 addressed by the Sr. Branch Manager to the Assistant General Manager, Karnataka Region, Bank of Baroda, Bangalore, it is very much revealed that the then Sr. Manager wrote to the regional office about the paucity of the staff with the branch concerned highlighting further the fact that the services of the first party were being engaged by the branch since the year 1992 onwards and that they were unable to engage him continuously for more than 90 days and therefore, giving him a break in between. The letter further appreciated the sincere services rendered by the first party and the commitments he has got towards the family. Therefore, from the reading of the aforesaid letter, the genuineness of which has not been disputed on behalf of the management except making a bald suggestion that the first party created those documents, it is crystal clear that as on 22-12-1999 when this correspondence happened the first party was very much working with the branch concerned and he was being engaged by the management branch right from the year 1992. The very wordings of the letter further disclosed that the first party was being given break in service in between as the branch was not in a position to engage him continuously. Therefore, if at all there was any break in service it was an artificial break just to follow the instructions of the Regional Office not to engage any sub staff continuously for a period of more than 90 days. Therefore, in the light of the aforesaid oral and documentary evidence there cannot be any hesitation for this tribunal to come to the conclusion that the first party having worked with the management as a temporary sub staff on daily wage basis continuously in between the year 1992 and August 2002 and therefore, it goes without saying that he worked with the management bank for a period of 240 days in each of the calendar year much less during the calendar year immediately preceding his alleged termination in the month of August 2002. There is no dispute or denial of the fact on the part of the management that the provisions of Section 25F have not been complied with before the first party was refused work in the aforesaid capacity. In the result, the action of the management certainly amounts to retrenchment as defined under Section 2(oo) of the ID Act read with Section 25F of the ID Act thereof. Hence it being a case of illegal retrenchment tantamounting to illegal termination, the action of the management terminating the services of the first party is to be held as illegal and void ab initio.

11. In the normal course when the termination is held to be illegal, the natural corollary would be the reinstatement of the workman. However, in the instant case undisputedly the first party was working with the

management on daily wage basis not being followed by the required procedure. Therefore, for such a casual worker it will not be justifiable for this tribunal to give relief of reinstatement that too, after a gap of more than 5 years from the date of termination till this day.

12. Now, the next question to be considered would be about the relief of back wages. As could be read from the statement of the first party referred to supra, in the beginning of his services he was getting daily wages of Rs. 25. From the reading of the aforesaid letter at Ex. W1, it is revealed that at the end of the year 1999 the first party was being paid daily wages of Rs. 40 as against his services being taken by the management bank. Therefore, if we consider the aforesaid income of the first party, his monthly income will come to Rs. 12,000 and the annual income will be around Rs. 15,000. He has been out of the service of the management for about a period of 6 years as on today. Therefore, taking into consideration the aforesaid income of the first party and so also not ignoring the compensation he could have received under Section 25F of the ID Act, it appears to me that ends of justice will be met, if the first party is paid a lump sum compensation of Rs. 1 lakh in lieu of his claim towards his reinstatement and other reliefs against the management. Hence the following Award :

#### AWARD

The management is directed to pay a sum of Rs. 1 lakh by way of compensation in lump sum towards his full and final settlement of the claim against it. Amount shall be paid within 3 months from the publication of this award or else the amount shall carry interest at the rate of 10 per cent per annum till its realization. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 11th February 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का. आ. 639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 41/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-22012/558/1994-आई. आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/1995)

of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 27-2-2008.

[No. L-22012/558/1994-IR (C-II)]  
AJAY KUMAR GAUR, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/41/95

#### PRESENT :

Shri C.M. Singh, Presiding Officer

The Secretary,  
S.K.M.S. (AITUC),  
Post Eklehra,  
Distt. Chhindwara

... Workman/Union

*Versus*

The Manager,  
Nandan Mine No. 1, WCL,  
Post Nandan,  
Distt. Chhindwara

... Management

### AWARD

Passed on this 1st day of February 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/558/94-IR(C-II) dated 16-2-95 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Nandan Mine No. 1 of WCL, Kanhan Area, PO Nandan, Distt. Chhindwara (MP) in dismissing Shri Chhunilal S/o Feku, tub loader T.No. 782, Nandan Mine No. 1 of WCL, Kanhan Area from services w.e.f. 24-7-93 is justified ? If not to what relief the worker is entitled ?”

2. The case of workman Shri Chhunilal in brief is as follows. That he was working as a permanent tub loader at Nandan Colliery of WCL. He was issued with a chargesheet in the month of March 1992 for his alleged absence from service for more than 10 days without information and sufficient cause. It has been averred on behalf of the workman that the said chargesheet was issued to him without any provision of law as Nandan Colliery has got no standing order. The management on receipt of workman's sickness certificate, allowed him to join duty

after his return from leave. The management all of a sudden took a decision to go into an enquiry on 21-2-92 and called the workman to fix the enquiry on 22-12-92 without giving him any prior information and opportunity of having an experienced co-worker. In spite of workman's explanation and in spite of having good ground for his absence from duty due to death of his son, the management took the cruel action of dismissal, ignoring the principle of natural justice as well as the provision of certified standing order applicable in WCL. The management took the aforesaid action of dismissal against the workman with a view for reduction of manpower on a directive letter on a much later stage. For the above reason, the management became too rigid to consider the request of re-conciliation. The management had already considered some cases of continuous absence for reinstatement but in case of the workman, the management took a very harsh and an exceptional rigid attitude. The management's attempt and action being of a very cruel nature and also of being violative of principles of natural justice for not considering the reasonable/sufficient cause and even not giving an opportunity to the workman to give further saying. It is prayed that the action taken by the management may be set aside and the workman be reinstated in service with all back wages and consequential benefits.

3. The case of the management in brief is as follows. Workman Shri Chhunilal was employed as tub loader and was an employee of Nandan Colliery under WCL. Ever since his appointment, he was in the habit of being absent without authorised leave or sanctioned from the Competent Authority. He was absent without any intimation and without approval from the Competent Authority ever since 25-12-91. Since he was continuously absent from 25-12-91 and was not attending to his official duties, a chargesheet dated 11-3-92 was issued to him for the same. The said chargesheet was served upon the workman. The workman replied the same on 13-3-92. His reply was not found satisfactory therefore it was decided to hold a DE against him. Vide letter dated 16-3-92, a detailed enquiry was ordered against him. Shri P.S. Deshpande was appointed as Enquiry Officer, but due to some unavoidable circumstances, Shri B. Prasad, Sr. P.O. was appointed as Enquiry Officer to enquire into the charges levelled against workman Shri Chhunilal vide letter dated 21-12-92. The workman Shri Chhunilal appeared and took part in the enquiry. The chargesheet was read over to him and he had accepted that he was on authorised leave from 16-12-91 for 7 days and after expiry of authorised leave, he did not inform the management regarding his sickness. The workman concerned fully participated in the enquiry and was allowed the assistance of his co-worker Shri Sitaram Yadav. Workman Shri Chhunilal cross-examined management's representative during the enquiry. Thereafter the Enquiry Officer submitted his findings holding the workman guilty of the charges levelled against

him. On the basis of findings submitted by the Enquiry Officer, the Competent Authority by order dated 12-7-93 gave an approval to impose the punishment of dismissal and the workman was dismissed from service vide letter dated 21-7-93. The punishment was imposed on the workman on the basis of a properly conducted DE in which full opportunity was given to the workman for participating in the enquiry. The workman who is not interested in working and always remained absent unauthorisedly is not a fit person to be retained in service. The workman was a habitual absentee and has put in attendance of only 35 days in the year 1990, only 59 days in the year 1991, 112 days in the year 1992 and 13 days in the year 1993. Under the above circumstances, the action of the management is fully justified and the workman who was a habitual absentee is not entitled to any relief whatsoever.

4. Vide order dated 3-7-07, the reference proceeded ex parte against the workman.

5. As the reference proceeded ex parte against the workman/Union, there is no evidence on record on behalf of workman/Union.

6. Shri A.K. Shashi, Advocate for the management submitted that the management has not to adduce any evidence and therefore the evidence of management was closed.

7. I have heard Shri A.K. Shashi, Advocate learned counsel for the management. I have carefully gone through the record. Since it is a no evidence case, therefore the reference deserves to be decided in favour of management and against the workman/Union without any orders as to costs.

8. In view of the above, the reference is answered in favour of the management and against the workman/Union without any orders as to costs holding that the action of the management of Nandan Mine No. 1 of WCL, Kanhan Area, PO Nandan, Distt. Chhindwara (MP) in dismissing Shri Chhunilal S/o Feku, tub loader T.No. 782, Nandan Mine No. 1 of WCL, Kanhan Area from services w.e.f. 24-7-93 is justified and therefore the workman is not entitled to any relief.

9. Let the copies of the award to be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

का.आ. 640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 93/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-22012/357/2000-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 27-2-2008.

[No. L-22012/357/2000-IR (C-II)]  
AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/93/01

#### PRESENT :

Shri C.M. Singh, Presiding Officer

The General Secretary,  
R.K.K.M.S. (INTUC),  
P.O. Chandametta,  
Distt. Chhindwara (M.P.)

... Workman/Union

*Versus,*

The General Manager,  
WCL, Pench Area,  
P.O. Parasia,  
Distt. Chhindwara (M.P.)

... Management

#### AWARD

Passed on this 29th day of January, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/357/2000-IR (C-II) dated 28-5-2001 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the General Manager WCL, Pench Area, PO Parasia, Distt. Chhindwara (MP) in terminating the services of Sh. Shivram Bunkar, S/o Sh. Sewakram Bunkar, Stenographer of Personnel Department, G.M. Office, WCL, Pench Area, PO Parasia, Distt. Chhindwara is legal and justified? If not, what relief the workman is entitled to?"

2. In this case inspite of sufficient service of notice on workman/Union, the Workman/Union has failed to file statement of claim.

3. The management filed their Written Statement. Their case in brief is as follows. Workman Shri Shivram Bunkar was working as stenographer in the Personnel Department, office of General Manager, WCL. That he was irregular in service. He was a habitual absentee. He remained absent from duty unauthorisely without any intimation, permission and sanctioned leave w.e.f. 24-4-98 for which he was issued with a chargesheet dated 18/19-5-1988 under Clause 26.30 of Standing Orders. He did not reply to the said chargesheet. However the management received a letter alleged to be written by Smt. Poonam Bunkar, wife of the workman. As no satisfactory reply received from the workman DE was conducted against him into the charges. The charges were fully established and proved against the workman. The Enquiry Officer submitted his enquiry report holding the workman guilty of the charges. On the basis of the enquiry report, the Competent Authority terminated the services of Shri Shivram Bunkar, the workman. The enquiry was conducted legally and properly against the workman. The workman is not entitled to any relief whatsoever.

4. During the course of proceedings, application No. 11 was filed by the management praying that the award be passed in terms of settlement arrived at between the parties. A settlement deed was also filed along with the application. Shri A.K. Shashi, Advocate the counsel for management identified the signatures of Shri Bholu Singh Thakur, President Shri Jabbar Khan, Vice President of the Union and workman Shri Shivram Bunkar on the said settlement deed. He also identified signature of Shri H.K. Singh, Dy CPM and T.R. Yadav, P.M. Pench Area of the management on the settlement deed.

5. I have very carefully gone through the terms of settlement which are proper and legal and are as follows :

- (a) Agreed that Shri Shivram Bunkar will be re-employed as junior Stenographer in Clerical Gr. II.
- (b) Agreed that his performance during one year of his re-employment will be closely monitored and he shall be confirmed in service only after his performance is found satisfactory.
- (c) Agreed that on re-employment, he will be posted (outside of Pench Area) at Pathakhara Area.
- (d) Agreed that period of his absence (from the date of termination to the date of joining at his new place of posting) will be treated as "DIES-NON".

(e) Agreed that this fully and finally settles the matter.

(f) Agreed that neither the workman nor any union shall raise this issue in any court of law.

(g) This will not be quoted as a precedence in other cases.

6. In view of the settlement arrived at between the parties, the reference deserves to be answered in terms of settlement without any orders to costs. The reference is decided and the award is passed in terms of the above settlement without any orders as to costs.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी, 2008

क्र. आ. 641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 44/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2008 को प्राप्त हुआ था।

[सं. एल-22012/369/1990-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th February, 2008

S.O. 641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/1991) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 27-2-2008.

[No. L-22012/369/1990-IR (C-II)]  
AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/44/91

Shri C.M. Singh, Presiding Officer

The General Secretary,  
S.K.M.S. (AITUC),  
P.O. Chandametta,  
Distt. Chhindwara

Workman/Union

Versus



The Manager,  
Sukri Colliery,,  
P.O. Junnardeo,  
Distt. Chhindwara

... Management

### AWARD

Passed on this 29th day of January, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/369/90-IR (Coal-II) dated 25-3-91 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of Manager, Sukri Colliery of Western Coalfields Ltd., Junnardeo, Distt. Chhindwara (MP) in dismissing from services to Shri Ramprit S/o Tulsi, Tub loader, Sukri Colliery of WCL Kanhan Area w.e.f. 11-12-89 is proper and justified ? If not to what relief the said workman is entitled to ?"

2. The case of workman Shri Ramprit/Samyukta Koyla Mazdoor Sangh in brief is as follows. Workman Shri Ramprit, Tub loader, was an active member of the aforesaid Union. The management was on the lookout to punish office bearers of the Union. A false and fabricated chargesheet was given to workman Shri Ramprit on 2-10-89. The workman submitted a reply and prayed a copy of the complaint against him, a copy of the statement of witnesses, if any, list of witnesses and other material on the basis of which charges were framed be given to him by the management. The management with a view to deny any opportunity to the workman to defend himself stealthily, conducted an ex parte enquiry and order dated 10-12-89 of dismissal of workman from the services was passed. Actually no proper notice of the enquiry was given to the workman. No opportunity of cross-examining the witnesses was given to him. No approval of competent authority was taken before terminating his services. The copy of enquiry report was not given to the workman. The punishment awarded to him on such report is illegal. That the entire action was pre-planned by the management. The workman is entitled for reinstatement in service with all back wages and consequential benefits.

3. The case of the management in brief is as follows. That the delinquent workman was working as a loader at Sukri Colliery before his dismissal from service on 11-12-89. That for certain serious acts of misconduct alleged to have been committed by him, he was chargesheeted. Considering the seriousness of the alleged misconduct he was placed under suspension pending enquiry. The workman was asked to submit his written explanation to the charges levelled against him. Chargesheet was sent to him through the peon, but he refused to take its delivery. Therefore the same was sent by Regd. AD post to his address which was also returned by the postal department with the remarks "Lene se inkar, Vapis". The chargesheet, therefore, was published in the

local paper. Since the charges were of very serious nature, the Departmental Enquiry was inevitable, the colliery manager vide its letter dated 3-10-89 referred the matter to a departmental enquiry appointing Shri P.G. Jahagirdar, Dy. Personnel Manager, Kanhan Area as the Enquiry Officer. The workman deliberately refused to participate in the enquiry therefore the enquiry proceeded ex parte against him. Workman Shri Ramprit was dismissed on proven misconduct after fair and proper enquiry. He is not entitled to any relief.

4. Vide order dated 6-11-06, passed on the order sheet of this reference proceeding, the reference proceeded ex parte against the workman/Union.

5. As the case proceeded ex parte against the workman/Union, there is no evidence on record on behalf of workman/Union.

6. The management in order to prove their case filed affidavit of their witness Shri P.K. Tripathi, then working as Sr. Personnel Officer in WCL, Sukri Colliery of Kanhan Area.

7. I have heard Shri A.K. Shashi, Advocate learned counsel for the management. I have very carefully gone through the evidence on record.

8. The case of the management is fully establishment from the uncontroverted and unchallenged affidavit of their witness Shri P.K. Tripathi. Therefore the reference deserves to be decided in favour of the management and against the workman/Union without any orders as to costs.

9. In view of the above, the reference is answered in favour of the management and against the workman/Union without any orders as to costs holding that the action of the management of Manager, Sukri Colliery, Western Coalfields Ltd., Junnardeo, Distt. Chhindwara (MP) in dismissing from services to Shri Ramprit S/o Tulsi, Tub loader, Sukri Colliery of WCL Kanhan Area w.e.f. 11-12-89 is proper and justified and consequently the workman is not entitled to any relief.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2008

का. आ. 642. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 388/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2008 को प्राप्त हुआ था।

[सं. एल-42012/9/2000-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी



• New Delhi, the 28th February, 2008

**S.O. 642.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 388/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 28-2-2008.

[No. L-42012/9/2000-IR (C-II)]  
AJAY KUMAR GAUR, Desk Officer

### ANNEXURE

**BEFORE SHRI B.L. KAZI, B.SC., LL.M.,  
PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT AT AHMEDABAD**

Reference (C.G.I.T.A.) No. 388 of 2004

Old Reference (I.T.C.) No. 42 of 2001

### BETWEEN :

C.P.W.D. Central Electric Division  
2nd Floor, Kendriya Nirmal Sadan,  
Near CH-3, Circle, Sector-10-A,  
Gandhinagar

... First Party

### AND

Smt. Shrikumari Menon,  
793/2, Jagruti Park,  
Sector-30,  
Gandhinagar

... Second Party

### APPEARANCES :

Shri R.S. Munshi for the First Party  
Shri G.K. Rathod for the Second Party

### AWARD

1. The Government of India, Ministry of Labour has referred this Industrial dispute between the above parties by their order No. L-42012/9/2000-IR (C-II) : dated 01-06-2001 to this Tribunal for adjudication. The Schedule is as under :

### SCHEDULE

“Whether the action of the management of C.P.W.D. (Electric Division) Ahmedabad, in terminating/discounting the services of Smt. Shri Kumari Memon w.e.f. 01-07-1992 without any notice and compensation is legal and justified? If not to what relief she is entitled to?”

2. A notice was issued to the Second Party to file the Statement of Claim. The Second Party has submitted

a statement of claim by Ex. 7. The brief facts are that she has been appointed as Stenographer in Central P.W.D. Electric Division, Shahpur, Ahmedabad w.e.f. 17-1-1997. She has worked up to 30-6-1992 as per the office order and work order. It is the practice of issuing the work order on a later date. On 1-7-1992 she reported for duty, but not allow to work and verbally asked to go back till further order is issued. By letter dated 8-9-1992 she was informed that the matter has been referred for approval. She requested for reinstatement vide letter dated 3-9-1992. She came to know that interviews are conducted on 24-2-1997 for recruiting Stenographer, she made representation to consider her name for appointment as she has worked as a Stenographer for more than 3-1/2 years. She was asked to submit the O.B.C. certificate as the vacancy is reserved for O.B.C. She demanded equal pay for equal work. The services were not temporary or seasonal nature. She was marking her attendance in the muster and was paid directly by the employer. The working hours were fixed with recess time. She was paid basic + D.A. + H.R.A. + C.C.A. and was required to do the work. Thus, it is prayed that the termination of the Second Party is illegal and unjust and she may be reinstated with continuity of service and with back wages.

3. A notice was issued to the First Party to file written statement. The First Party has submitted written statement by Ex. 10. The brief facts are that the post of Stenographer does not fall under the category of workman and Industrial Disputes Act is not applicable. The workman submitted an application before the Central Administrative Tribunal and it was withdrawn. The reference is untenable, misconceived and requires to be rejected. All the statements and allegations are denied. It is not true that the workman was appointed on 18-1-1989. It is for the payment of remuneration to the applicant as Stenographer on per day contract basis and it is not an appointment order. Her engagement was made through work orders issued from time to time for specific period and it is a contract between the parties. The rate given to the workman is as per Minimum Wages Act. The work order was for specific period of 3 months. It is not a retrenchment. The recruitment of Stenographer in C.P.W.D. is governed by the recruitment rules frame by Government of India Ministry of works housing dated March, 1972 and it is by selection and at a regional basis through a test in Stenography and typewriting. The recruitment is now by Staff Selection Commission. The first party did not get suitable candidate for the period 1989 to 1992 from Staff Selection Commission, hence, the work of Stenographer was got done on a contract basis and she has accepted the work order. On 17-11-1992 the post was filled by transfer. The vacancy was reserved for O.B.C. and the N.O.C. was given by Staff Selection Commission to the first party. Accordingly, the requisition the candidates from the Employment Exchange letter

dated 26-1-1997 on knowing this, she made a request by letter dated 18-3-1997. After due consideration, it was informed to her that the post is reserved for O.B.C. category and she can apply, if she belongs to that category. She did not respond to the letter. Thus, she failed to avail the opportunity. Finally, Kumari P. Radha Sailaja a candidate recommended by Staff Selection Commission, was appointed to the post by office memo dated 17-2-1999 and she continued in the post till date. Thus, she has no right to claim regularization or for recruitment on the post with continuity of service and it is prayed that reference shall be rejected with cost.

4. The Second Party has submitted list of documentary evidence with the statement of claim. The relevant documents are office order of C.P.W.D. dated 18th January, 1989, order for work dated 31-7-1989, work order dated 12-12-1989, work order dated 21-05-1990, work order dated 14-11-1990, work order dated 27-04-1992, work order dated 21-01-1992, work order dated 27-4-1992, a letter dated 27-2-1997 written to ALC, Ahmedabad, a letter written by Section Officer dated 30-6-1992, a letter written by Executive Engineer, C.P.W.D. dated 5-9-1992 and a representation dated 3-3-1997, letter of the Executive Engineer dated 8-7-1997 and 10-6-1991 and the copy of the letter dated 11-5-1990 written by Deputy Director (Administration).

5. By Ex. 15, the Second Party has submitted a list of document which is an Award in Reference-57/1991 and 67/1991.

6. The First Party has submitted his documentary evidence list by Ex. 17 which are 17/1 to 17/9 which are exhibited as Exts. 18 to 26 respectively.

7. The Second Party was examined by Ex. 16 and the Second Party closed his evidence by Ex. 27. The First Party examined Shri Vijendrasinh Amarsinh by Ex. 28 and the First Party closed its evidence by Ex. 30.

8. The Second Party has submitted a written arguments. The main gist are that the second party has worked from 18-1-1989 to 30-6-1992 continuously. She has completed 240 days in each year. Section 25 is applicable. The Second Party has submitted the work orders and two awards i.e. in Reference ITC-57/1991 and ITC-67/1991. The oral evidence of second party is there. The first party Shri Virendrasinh. The termination is a retrenchment. Fixed appointment cannot be given. The first party failed to prove that the working was for specific period for specific work. She was not working as a contractor but she was working as a workman of the first party. The break is erroneous. Looking to the award in Reference ITC-57/91 and 67/91. It is clear that the Second Party is entitled for the reinstatement with continuity of service and with back wages. The action of the first party is an exploitation and unfair labour practice and due to

the award in these two references, she was victimized and she was terminated. In work order the pay has been fixed. Thus, it is not a contract but it is an employment. Miss Radha Sailaja has been appointed from 17-2-1999. She relies on 2000(1) LLJ page-701 SC and 2003(3) LLJ page-1081. Thus, the second party is entitled for the reinstatement with continuity of service and with back wages.

9. Heard the representative Shri Munshi on behalf of the First Party. It is submitted by him that the second party has worked on contract basis and it was not a regular appointment but it was a stop-gap arrangement. The vacancy arose was for O.B.C. hence, she was not entitled to in that category so she was not taken back. Thus, the order of the first party is legal and just and the second party is not entitled for the reinstatement with continuity of service and back wages as her appointment is not as per rules and law. Not only that, it does not amount violation of section 25F of the ID Act.

10. Looking to the submissions of the parties and looking to the materials on record, the following issues are to be decided for my consideration.

#### ISSUES :

- (A) Whether the second party proves that he has worked for 240 days preceding 12 months of termination i.e. 1-7-1992 ?
- (B) Whether the concerned workman proves that the action of the management of CPWD Electric Division, Ahmedabad in terminating/ discontinuing service of Smt. Shrikumari Menan w.e.f. 1-7-1992 without any notice and compensation is illegal and unjust ?
- (C) Whether the second party is entitled for the reinstatement with continuity of service ?
- (D) What order about the back-wages ?
- (E) What final order ?

11. My answer to the above issues are as under as per the reasons given below :

#### ANSWERS :

- (A) Yes.
- (B) Yes.
- (C) No, but the second party shall be awarded a lumpsum compensation of Rs. 10,000.
- (D) No award about back wages.
- (E) As per final order of the Award.

#### REASONS

12. If we peruse the documents submitted by the Second Party, it is clear that her first engagement was on

18th January, 1989 by office order till further order. Thus, she has worked at the fixed rate per day on contract basis, but there is no evidence to show that for how many days, she has worked. Again the work order was issued on 31-7-1989 and it was for 80 days. On 12-12-1989 a work order for 75 days was issued on contract basis at Rs. 50 per day and on 21-5-1990 a work order for 75 days was issued and on 14-11-1990 a work order for 75 days was issued. However, looking to the work orders dated 31-8-1991, 21-1-1991 and 27-4-1992, it was not a daily rated contract but she was appointed on salary basis i.e. her basic pay of Rs. 1200 + D.A. + H.R.A. + CCA. Thus, it is proved that she has worked for 10 months in this capacity i.e. on salary basis. Now, if we peruse the work orders dated 31-8-1989, 21-1-1992 and 17-4-1992, the terms and conditions are mentioned in the work orders. Thus, these terms and conditions are similar to the regular employees which show that she was not on daily rated contract basis for this 10 months.

13. Thus, it is clearly proved that preceding 12 months of the date of termination, she has worked for 10 calendar months and she has completed 240 days before the date of termination. It is clear that the appointment was for temporary period and not as per the procedure prescribed by the Department. It is also clear that her appointment was a stop gap arrangement as the vacancy was not filled by the departmental candidate. It is also clear that the post on which she was working, was of a reserved category i.e. O.B.C. category and she does not belong to that category as per her admission. Thus, looking to the evidence of the parties, it is clear that the termination of the second party is in clear violation of Section 25-F of the I.D. Act though her appointment was not as per the rules. After the termination, regular employee Shri Parmar was posted in place of the Second Party. However, it was the duty of the first party to follow Section 25-F of I.D. Act before the termination because a termination of the Second Party comes within the definition of retrenchment. It is true that the selection is done by Staff Selection Commission for the post of Stenographer and she was not selected by Staff Selection Commission. Though she has written a letter on 8-7-1997, reply was given by the first party that the post is reserved for O.B.C. category.

14. The second party has raised dispute after much delay. The dispute was referred on 1-6-2001 while the termination was on 1-7-1992. Hence, looking to the judgment of the Gujarat High Court in Menon v. High Court of Gujarat, it is not advisable to reinstate the second party to her original post with continuity of service. It is also clear that her employment was a back door entry and not as per procedures and rules prescribed by the Department. She was not selected by Staff Selection Commission. Hence, the appointment is itself illegal. In Union of India v. S.S. Kothyal 1998(8) SCC 682, the Apex

Court held that there was no occasion to challenge his non-promotion after 8 years. In the present case also reference has been made after 9 years. Thus, there is a delay and latches on the part of the second party, hence, she is not entitled for the reinstatement. In L.I.C. of India v. Jyotishchandra Biswas 2000-II LLJ 1030, it was held by the Apex Court that delay of 6 years in making challenge to the order of termination from the service was fatal. A similar view was also expressed in case of Rajbhushan Gandhi v. Secretary, Haryana State Electricity Board, 1994(I) LLJ, 88. Thus, looking to this judgment of the Supreme Court there is a delay and latches on the part of second party and she is not entitled for the reinstatement. Thus, in the public employment, the appointment shall be according to the rules and procedure prescribed by the regulations and it should be regular recruitment. In the present case, the appointment is not regular appointment. In State of Punjab v. Jagdipsinh AIR 1964 SC page 521, it was held that a Government servant has no right to post or to a particular status when he has not been validly appointed to the post. The Contractor, Institute of Management Development, U.P. v. Pushpa Shrivastava, 1992 SCC (L&S) page 761 it was held that the appointment was purely on ad hoc basis on consolidated pay for a fixed period and terminable without notice. The appointee has no right to continue in the post. The only relief granted that the appointee be permitted on sympathetic consideration to be continued in service till the end of the calendar year. Thus, the appointment of the second party was not as per the regulation and it was for a specific period, the second party is not entitled for the reinstatement to the post with continuity of service.

15. As the first party has not observed Section 25-F before the termination and the second party is not reinstated, it is necessary that she should get a lumpsum compensation for the illegal and unjust act of the first party. Thus, there was no compliance of Section 25-F, hence, the termination is illegal. Looking to this fact, the second party is not entitled for the back wages from the date of termination as there is no reinstatement but she is entitled for the lumpsum compensation of Rs. 10,000.

16. Looking to this observation, I hereby pass the following order.

### ORDER

The reference is partly allowed. The First Party is hereby directed to pay a lumpsum compensation of Rs. 10,000 in lieu of reinstatement & back wages to the Second party within 60 days from the receipt of the order. The First party is also hereby directed to pay Rs. 1000 as a cost of this reference.

Date : 24-11-2005  
Place : Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 29 फरवरी, 2008

**AWARD**

का. आ. 643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोरापुट पंचाबटी ग्राम्या बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 43/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/52/1994-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th February, 2008

S.O. 643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Koraput Panchabati Gramya Bank, and their workman, which was received by the Central Government on 26-2-2008.

[No. L-12012/52/1994-IR (B-I)]

AJAY KUMAR, Desk Officer

**ANNEXURE****INDUSTRIAL TRIBUNAL : BHUBANESWAR****PRESENT**

Sri Srikanth Nayak, OSJS (Sr. Branch),  
Presiding Officer, Industrial Tribunal,  
Bhubaneswar.

**Industrial Dispute Case No. 43 of 1995 (Central)**

Dated, Bhubaneswar, the 16th February, 2008

**BETWEEN**

The Management of Chairman,  
Koraput Panchabati Gramya Bank,  
Head Office, Jeypore, At/P.O. Jeypore,  
Distt. Koraput-764 001

—First Party  
Management

And

Their workman Sri A. Mina Rao,  
At/P.O. Kujendri, via : Gunpur,  
Distt. Rayagada (Orissa)

—Second Party  
Workman**APPEARANCES**

Sri J. Pattnaik, Advocate

—For the First  
Party—Management

Sri B.C. Bastia, Advocate

—For the Second  
Party—Workman

1. The Government of India, in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) had referred the following dispute for adjudication vide their Order No. L-12012/52/94-IR (B.I.) dt. 19-7-95 :—

“Whether the refusal of employment to Sri A. Mina Rao, Part-time Sweeper-cum-Messenger of Kujendri Branch of Koraput Panchabati Gramya Bank is legal and justified? If not, to what relief Shri A. Mina Rao is entitled to?”

2. Initially, under the Award dated 01-06-2000 the claim of the second party—workman was allowed but in O.J.C. No. 9127 of 2000 the Hon'ble Court remanded the matter with a direction to determine whether the workman had worked for 240 days and to give a chance to the parties to adduce evidence. After remand neither party adduced any evidence.

3. The case of the second party (hereinafter referred to as the 'workman') is that he was appointed as a Sweeper in the year 1977 and he was working regularly till 20-8-86, when his service was terminated. Initially, he was getting Rs. 90/- per month which was subsequently increased to Rs. 300/- per month. He worked continuously on each year and without any reason on 20-8-86 the Manager asked him not to work and terminated his service. He appealed to the authorities but nothing happened. So, he raised an industrial dispute and after failure of conciliation, the matter was referred to this Tribunal for adjudication.

4. The case of the first party (hereinafter referred to as the 'management') is that the workman is not a permanent employee and he was appointed on a stop gap arrangement. The workman was involved in many fraudulent practices which hampered the interest of the Bank and in August 86 he left the service voluntarily. Since his service was continuously required a Sweeper was appointed in his place. The Bank Manager is not the competent authority to make any appointment. Since the workman was a temporary employee, no proceeding was required to be instituted against him abandoned his service. The reference is not maintainable and the workman is not entitled to any relief.

5. On the aforesaid pleadings of the parties, the following issues were framed :—

**ISSUES**

- (1) Whether the refusal of employment to Sri A. Mina Rao, Part-time Sweeper-cum-Messenger of Kujendri Branch of Koraput Panchabati Gramya Bank is legal and justified?

- (2) If not, to what relief Shri A. Mina is entitled to?
- (3) Whether the second party-workman was engaged under the first party-management continuously for a period of 240 days preceding the date of his termination or on a stop gap basis or against any post?

6. The management examined one witness in support of its case and the workman also examined one witness in support of his case.

#### Issue Nos. 1 and 3 :

7. The burden lies on the workman to prove that he worked continuously for 240 days in a calendar year. In the decision reported in 2005 (105) FLR (S.C.) Page-383 (Bank of Baroda Vrs. Ghemarbhai Harjibhai Rabari), their Lordships held that "while there is no doubt in law that the burden of proof that a claimant was in the employment of the Management, primarily lies on the workman who claims to be a workman. The degree of such proof so required, would vary from case to case." In another decision reported in 2006 (108) FLR (S.C.) page-213 (R.M. Yellatti Vrs. Assistant Executive Engineer), their Lordships held that "the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment."

8. W.W. No. 1 deposed that on 3-9-87 he joined in the Koraput Panchabati Gramya Bank and he was getting a salary of Rs. 90 per month which was increased to Rs. 300 per month and his duty was from 7 A.M. to 5 P.M. On 20-8-86 his service was terminated and he was working continuously till 20-8-86 and no notice was served on him before his termination nor any compensation was paid to him. Exts. 1 and 2 are the Account slips relating to the years 1984 to 1986 which show that the workman was working there and receiving salary. Exts. 3 and 4 are the letters which reveal that the workman was sponsored from the Employment Exchange and he was asked to submit application in proper form and Ext. 5 is the letter addressed to the Conciliation authority by the Bank which indicates that the workman was removed from service. These documents Exts. 1 to 5 and the oral evidence of the workman establish that he was working from 1977 till 1986 continuously.

M. W. No. 1 deposed that he joined the Bank in the year 1983 and worked there for three years and the workman was working in the Bank as a part-time Sweeper-

cum-Messenger alongwith two others and getting a daily wage of Rs.10 and his engagement was stop gap. This evidence of M.W. No. 1 reveals that the workman was working prior to 1983 i.e., before his joining and he continued to work till 1986 but he contradicted his own version by admitting in his cross-examination that under Ext. 5 he intimated to the Conciliation Officer that the service of the workman was terminated on account of series of acts of misconduct. Though it is asserted that the workman was guilty of misconduct, no instance of misconduct was mentioned in the written statement nor M.W. No. 1 deposed about the same. So, it cannot be believed that the workman was removed from service as he was guilty of misconduct. The oral evidence and the admission of M.W. No. 1 and Exts. 1 and 2 taken together establish that the workman was working with the Bank for more than 240 days and the job which he was doing was continuous one as admitted by M.W. No. 1.

Thus, Issue Nos. 1 and 3 are answered in favour of the second party-workman.

#### Issue No. 2 :

9. W.W. No. 1 has not deposed that he was not gainfully employed after his termination from service. As such, he is not entitled to the back wages. It is true that the evidence shows that the workman had worked continuously for more than 240 days but that is not sufficient to order for his reinstatement. In the decision reported in 2007 (114) FLR (S.C.) page-204 (Hindustan Aeronautics Ltd. Vrs. Dan Bahadur Singh & other), their Lordships held that "it is well settled that only because a person had been working for more than 240 days, he does not derive any legal right to be 2005 (104) FLR (S.C.) page-999 (Manager, Reserve Bank of India Vrs. S. Mani), their Lordships have that "in law 240 days of continuous service by itself does not give rise to a claim of permanency. Section 25-F provides for grant of compensation if a workman is sought to be retrenched in violation of the conditions referred to therein."

In the case in hand, the evidence of the workman and so also of M.W. No. 1 reveals that a substitute was already appointed in place of the workman, and the Bank Manager is not competent to give a permanent job. At the same time the evidence reveals that the service of the workman was terminated without paying any compensation. As such, he is entitled to get a compensation amounting to Rs. 30,000 (Rupees thirty thousand only) in lieu of reinstatement and the first party-management is directed to pay the same within two months from the date of publication of the Award.

Issue No. 2 is answered accordingly.

SRIKANTA NAYAR, Presiding Officer

नई दिल्ली, 29 फरवरी, 2008

का. आ. 644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 279/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/88/1995-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th February, 2008

**S.O. 644.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 279/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 28-2-2008.

[No. L-12012/88/1995-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding  
Officer

(Wednesday the 20th day of February 2008/  
1st Phalgun 1929)

**I.D. 279 of 2006**

(I.D. 279/1996 of Labour Court, Ernakulam)

Union : The Joint Secretary,  
Allahabad Bank Staff Union,  
C/o Allahabad Bank, P.B. No. 210,  
V/848, Palace Road,  
Kochi-682 002.

By Adv. Sri Ashok B. Shenoy.

Management : 1. The Regional Manager,  
Allahabad Bank,  
Regional Office,  
Vairom complex,  
Sree Thyagaraja Road,  
T. Nagar, Chennai-17.

By Adv. M.P.R. Nair & Adv.  
Devan Ramachandran.

2. Sri M.A. Unnikrishnan,  
Special Assistant, Allahabad Bank,  
Palace Road, Kochi-682 002.  
(Additional party impleaded  
as per order dated 10-04-2000 in  
M.P. 320/99 of Labour Court,  
Ernakulam).

By Adv. C. Anil Kumar.

This case coming up for hearing on 20-02-2008, this Tribunal-cum-Labour Court on the same day passed the following.

#### AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act. The reference is :

- (a) "Whether the action of the Regional Manager, Allahabad Bank, Madras in depriving Spl. Asstt. promotion to Shri A.G. Shenoy, Cochin branch is justified?
- (b) If not, what relief he is entitled to?"

2. The parties entered appearance and filed their pleadings. Thereafter evidence was adduced. Meanwhile an attempt was made to settle the dispute, but did not succeed. When the case was posted for hearing the learned counsel for the union filed a memo to the effect that the claim in the I.D. is not pressed and the union does not intend to proceed with the dispute. The same is recorded. In the light of the fact that the union has no more claim against the management it is enough to pass an award approving the action of the management.

In the result, an award is passed finding that the action of the Regional Manager, Allahabad Bank, Madras in denying Special Assistant promotion to Shri A.G. Shenoy, Cochin branch of the bank is legal and justified and the worker is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 20th day of February, 2008.

P.L. NORBERT, Presiding Officer

#### APPENDIX

##### Witness for the workman

WW1 — 09-07-2003 Sri Unnikrishnan M.A.

##### Witness for the Management

—Nil—

**Exhibits for the workman**

W1	— 09-01-95	Letter No. RO/ADM/057 issued by the management to the ALC, Ernakulam.
W2	— 06-02-95	Copy of representation submitted by union before the ALC, Ernakulam.
W3	— 10-02-95	Failure of conciliation Report sent by the ALC, to the government.
W4	— 07-02-95	Minutes of Joint discussion held before the ALC, Ernakulam.
W5	— 02-11-93	Letter issued by the management to Sri A.G. Shenoy.
W6	— 20-08-93	Copy of representation submitted by Sri. A.G. Shenoy to the Regional Manager of the Management.
W7	— 30-08-93	Copy of representation submitted by Sri A.G. Shenoy to the Regional Manager of the Management.
W8	— 30-08-93	Copy of representation submitted by Sri. A.G. Shenoy to the Chairman and Managing Director of Management Bank.
W9	— 08-08-94	Copy of representation submitted by Sri A.G. Shenoy to the Regional Manager of the Management Bank.
W10	— 28-08-93	Letter sent by the General Secretary of All India Allahabad Bank employees to Co-ordination committee to Shri A.G. Shenoy.
W-11	— 16-09-93	Letter sent by the General Secretary of Allahabad Bank Employees Union to Shri A.G. Shenoy.
W-12	— 28-05-92	Copy of Letter sent by Sri. M.A. Unnikrishnan to the Regional Manager, Allahabad Bank.
W-13	— 11-06-92	Photostat copy of letter issued by the Regional Manager to the Manager, Ernakulam.
W-14	— 12-11-92	Photostat copy of letter issued by Sri M.A. Unnikrishnan to the Manager of Management Bank.
W-15	— 07-01-93	Photostat copy of minutes of special industrial relations meeting between the

Management and Allahabad Bank Employees Union.

W-16 — 25-08-93 Photostat copy of letter sent by Sri M.A. Unnikrishnan to the Regional Manager.

W-17 — 27-10-93 Photostat copy of letter issued by the Regional Manager to the Branch Manager, Ernakulam.

**Exhibits for the management**

M1	— 14-07-1992	Circular No. 3051 of Allahabad Bank.
M2	— 25-08-92	Circular No. 3090 of Allahabad Bank.
M3	— 27-04-92	Copy of representation submitted by Sri M.A. Unnikrishnan to the Regional Manager.
M4	— 11-11-92	Copy of a Telex Message.
M5	— 31-03-92	Seniority list of Special Assistant of Allahabad Bank.
M6	— 04-08-1993	Circular No. 93/22 of Allahabad Bank.
M7	— 11-08-1993	Photostat copy of Application submitted by Sri A.G. Shenoy.
M8	— 11-08-93	Photostat copy of Application submitted by Sri M.A. Unnikrishnan.
M9	—	Photostat copy of Extract of memorandum of settlement.
M-10	— 20-12-91	Copy of instruction circular No. 2815.
M-11	— 13-10-93	Photostat copy of letter issued by the Manager (Admn.) Head Office to the Regional Manager, Chennai.
M-12	—	Photostat copy of application submitted by Sri M.A. Unnikrishnan for merit test.
M-13	— 12-08-93	Photostat copy of letter issued by the Branch Manager, Kochi to the Regional Manager, Chennai.
M-14	— 20-12-91	Photostat copy of Instruction Circular No. 2814.
M-15	—	Photostat copy of application for merit test submitted by Sri M.A. Unnikrishnan.

नई दिल्ली, 29 फरवरी, 2008

का. आ. 645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 28/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2008 को प्राप्त हुआ था।

[सं. एल-12011/43/2006-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th February, 2008

S.O. 645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 28-2-2008.

[No. L-12011/43/2006-IR (B-II)]

RANINDER KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 28 of 2006

#### PARTIES :

Employers in relation to the management of Punjab National Bank

#### AND

Their workmen

#### PRESENT :

Mr. Justice C. P. MISHRA—Presiding Officer

#### Appearance :

On behalf of the Management : None

On behalf of the Workmen : None

State : West Bengal Industry : Banking

Dated : the 15th February, 2008

#### AWARD

By Order No. L-12011/43/2006-IR (B-II) dated 03-10-2006 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab National Bank, Sr. Regional Manager's Office,

Park Street, Kolkata in not considering the request of transfer of Shri Indra Kumar Daga, Head Cashier Category-E of Jhinkirhat Branch to any of the branches of the bank in Kolkata is justified ? If not what relief Shri Daga is entitled to ?”

2. When the case is called out today, none appears for either of the parties. An application, however, has been received from the union espousing the dispute on behalf of the concerned workman stating that after discussion with the management he has already been transferred to a place of his choice and as such the present dispute has been amicably sorted out between the parties. As such the union is not interested to proceed further in the matter and it has prayed for appropriate order for disposal of the present reference.

3. Since the dispute under reference has already been amicably settled between the parties, the dispute in question does not exist at present. This Tribunal, therefore, has no other alternative but to dispose of the present reference by passing a “No Dispute Award”. A “No Dispute Award” is accordingly passed and the present reference is disposed of.

C. P. MISHRA, Presiding Officer

Dated, Kolkata :

The 15th February, 2008

नई दिल्ली, 29 फरवरी, 2008

का. आ. 646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 23/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/196/2001-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th February, 2008

S.O. 646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 29-2-2008.

[No. L-12012/196/2001-IR (B-II)]

RANINDER KUMAR, Desk Officer



**ANNEXURE****BEFORE THE PRESIDING OFFICER :  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-II,  
NEW DELHI****Presiding Officer : R. N. Rai**

I.D. No. 23/2002

In the Matter of :

Shri Sanjay Malhotra,  
S/o Shri Hari Krishan Malhotra,  
R/o 5/38, Bara Bazar,  
Shahdara, Delhi

Versus

1. Syndicate Bank,  
Through its Chairman/Managing Director
2. Syndicate Bank,  
Through its General Manager
3. Syndicate Bank,  
Through its General Manager,  
Delhi Zone, Delhi
4. Syndicate Bank,  
Through its Dy. General Manager,  
6, Bhagwan Dass Road,  
Sarojini House,  
New Delhi,

**AWARD**

The Ministry of Labour by its letter No. L-12012/  
196/2001-IR (B-II) Central Government, dtd. 22-04-2002  
has referred the following point for adjudication :

The point runs as hereunder :

“Whether the action of the Dy. General Manager, Syndicate Bank, Zonal Office, 6, Bhagwan Dass Road, New Delhi-110001 in imposing punishment of compulsory retirement from the services of the bank without prejudicial to the right of the bank to recover the loss, if any caused to the bank w.e.f. 19-07-1999 on Shri Sanjay Malhotra, Ex. Clerk Emp. No. 422859, Shahdara Branch is justified and valid and proper ? If not, what relief and benefits he is entitled to ?”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman joined the service of the respondent, Syndicate Bank on 05-11-1984 after passing competition, written and oral tests including interview as conducted by the Banking Services Recruitment Board, Delhi. The workman discharged his official duties at various branches of the management bank and his work and conduct was appreciated by one and all of the authorities of the management bank. He lastly worked at Shahdara Branch

of the management when he was illegally awarded with punishment of compulsory retirement by the management bank on 20-07-1999. The service career of 15 years of the workman with the management has been blotless and clean and he has never been issued any charge-sheet and no explanation was called after passing competition, written and oral tests including interview as conducted by the Banking Services Recruitment Board, Delhi. The workman discharged his official duties at various branches of the management bank and his work and conduct was appreciated by one and all of the authorities of the management bank. He lastly worked at Shahdara Branch of the management when he was illegally awarded with punishment of compulsory retirement by the management bank on 20-07-1999. The service career of 15 years of the workman with the management has been blotless and clean and he has never been issued any charge-sheet and no explanation was called by the management bank and thus he rendered dedicated, sincere, honest and diligent services to the management bank. The brief facts leading to the filing of the present statement of claim are as under :—

That the workman while working at Shahdara Branch of the management received letter No. 1570/IRC/MPD/9/98/VSL/008 dated 11-03-1998 from the Vigilance Cell of the Head Office of the management bank calling for his reply within 7 days from the date of the receipt of the said letter, regarding the alleged fraudulent transaction in Current A/c. No. 5031 in the name of M/s. B. R. Enterprises, Maintained at the Shahdara Bank of the management.

That the workman vide his letter dated nil submitted his reply denying his involvement/role in the alleged fraudulent transaction as mentioned by the Vigilance Department of the management bank in the above mentioned letter.

That thereafter the workman was served with a chargesheet No. 20D/IRC/CS.W. 25/98 dated 16-06-1998 by the Dy. General Manager, Zonal Office, New Delhi as the disciplinary authority for the workman on behalf of the management making false allegations against the workman as stated below :

- (1) That the workman caused to open a new Current A/c in the name of M/s. B. R. Enterprises proprietor Sandeep Kumar who are/is non-existing, by prevailing upon a customer of the Branch to introduce for opening the new Current A/c.
- (2) Collection of two cheques for Rs. 9.69 Lacs on Punjab National Bank, Parliament Street, New Delhi, the said A/c proceed of which were withdrawn during the period 30-06-1997 to 15-07-1997.

885 GI/08-19

- (3) Closure of the said Current A/c on 25-07-1997 and pilferage/ caused pilferage, destroyed/ caused destruction of the bank's record such as A/c. opening form, specimen signature card pertaining to the said closed current account.

That although the workman submitted his statement of defence to the management bank at his place of work i.e. Shahdara Branch forwarding the same to the management bank, explaining his conduct and denying all the allegations as levelled by the management in the charge-sheet supra and requested for dropping the further proceedings in the matter. However, the said statement of defence submitted by the workman was kept by the said Shahdara Branch undelivered to the management bank deliberately, intentionally with mala fide intention to cause loss to the workman.

That without going through the statement of defence as submitted by the workman in reply to the charge-sheet as mentioned above, the management with a pre-determined and biased and mala fide intention in order to punish the workman went ahead for appointing an Inquiry Officer for holding inquiry vide letter No. ZOD/IRC/CS 6.3/1/1.4.60/98 dated 21-07-1998.

That the Inquiry Officer did not follow the principles of natural justice. The workman has not been given sufficient opportunity to cross-examine the witness. All the relevant documents have not been provided to the workman during the inquiry. The findings of the Inquiry Officer are perverse. The Disciplinary Authority and Appellate Authority did not apply their mind in passing the order of compulsory retirement. The workman and Shri Gian Singh, the Branch Manager were served the same chargesheet but the management has passed the order of compulsory retirement against the workman whereas some increments of Mr. Gian Singh have been withheld and he has been retained in service.

The management has filed written statement. In the written statement it has been stated that the workman while working at Shahdara Branch of the bank was served chargesheet dated 16-06-1998 for the misconduct of acts prejudicial to the interest of the bank for the reasons that he caused opening of Current Account No. 5031 in the name of B. R. Enterprises, Prop. Sandeep Kumar by prevailing upon the customer of the bank to introduce a current account to be opened and also caused issuance of the cheque book by writing a request letter for the party. Thereafter, the account number on the cheque leafs made entry in the cheque book issue register and also made noting regarding cheque book so issued on the party's request letter in his own handwriting. It is worth mentioning that the workman was not working in the said department at the relevant time. Not only that, the workman also caused closure of the account on 29-07-1997 after collection of two cheques for Rs. 9.69 lacs issued

by a Government Department drawn on PNB, Parliament Street, New Delhi through the current accounts in question and the proceeds of which were withdrawn during the period 30-06-1997 to 15-07-1997. He after closure of the account in question pilfered or caused to pilfer and destroyed/ caused destructions in the bank records, such as account opening form, specimen signatures card pertaining to the said closed account. Thus, exposed the bank for possible legal action/unnecessarily litigation by concerned government department as the bank is not in a position to provide the documents relating to the said current account of the said government department as more fully described in the chargesheet.

The workman did not submit his explanation to the disciplinary authority within the stipulated time and the reply of the workman was not received by the DA. DA ordered for the departmental inquiry. However, once the reply of the workman was received by the DA, it was duly considered and the workman was advised vide letter dated 04-08-1998 to appear and place his view before the Inquiry Forum.

That the inquiry was conducted as per the provisions of the BPS and service conditions applicable to be workman and full and fair opportunities were given to the workman to defend himself. The workman was provided with the copies of all the documents filed before the Inquiry Officer. The workman was represented by the defence representative in the proceedings and all the witnesses were cross-examined by them.

That the Inquiry Officer has drawn his conclusion based on documentary as well as oral evidence and proper analysis submitted his report dated 16-04-1999 to the DA and held that the workman was guilty of charges levelled against him vide charge dated 16-06-1998. The copy of the inquiry report was duly forwarded to the workman vide letter dated 03-05-1999. The DA vide letter dated 09-06-1999 proposed the punishment of compulsory retirement from the services and gave a personal hearing to the workman. Vide order dated 19-07-1999 the disciplinary authority concurred with the findings of the Inquiry Officer and confirmed the proposed punishment and the workman was compulsory retired from service of the bank.

That the workman preferred appeal to the appellate authority. The DA after giving the personal hearing vide order dated 17-11-1999 concurred with the disciplinary authority and confirmed the punishment of compulsory retirement from service of the workman after examining the entire material place on record and considering the submissions made by the workman.

The management is placing on record the entire record. The perusal of the record would reveal that the workman was given full opportunity and the principles of natural justice were complied with and the submissions

of the workman were considered and the conclusions were drawn on the basis of evidence placed on record and further the inquiry was conducted as per the provisions of the BPS and the charges leveled against the workman were duly proved during the inquiry. The workman in the present claim petition has leveled false and frivolous allegations which are without any basis and the workman is not entitled to any relief, as such, the case of the workman is liable to be rejected.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that no evidence has come against the workman in the inquiry proceedings. It is a case of no evidence.

It was submitted from the side of the management that the workman put account numbers on the cheque slips and made entry in the cheque books issue register and also made noting regarding the cheque books so issued on the parties request letter in his own handwriting whereas the workman was not working in the same department at the relevant time.

The workman also caused closure of the account on 29-07-1997 after collection of two cheques of Rs. 9.69 lacs issued by the Government Department drawn on Punjab National Bank. The proceeds of which were withdrawn during the period 30-06-1997 to 15-07-1997. The workman after closure of the account in question pilfered or caused to pilfer and destroyed/caused destruction of the bank's record such as account opening form, specimen signature card pertaining to the said closed account.

That while deciding the preliminary issue I have specifically discussed the relevant evidence which has come against the workman. The signature on the documents as mentioned above have not been denied by the workman.

It was submitted that the workman was working on "MAY I HELP YOU" counter so he might have filled up the relevant documents. The workman has made entry in the cheque book registers and made noting regarding cheque book so issued on the parties request letter in his own handwriting.

The workman has written in his own handwriting over the back of the cheque leafs. The evidence that has come against the workman in the inquiry proceedings have been discussed in detail while giving findings on the preliminary issue of fairness of the inquiry and I have

also held that it is not a case of no evidence. There is certainly evidence against the workman and he has not been falsely implicated by the management. It is not a case of no evidence. The law cited by the workman is not applicable in the facts and circumstances of the case.

It was submitted from the side of the workman that Shri Gian Singh, the Branch Manager has been served the same charge-sheet and he was also found guilty of the charges but he has been retained in the bank and he has been given punishment of withholding of increments whereas this workman has been voluntarily retired from service.

It was submitted from the side of the management that there were lapses on the part of the Branch Manager in opening fictitious account. He was not involved in opening the account. He has been punished for minor lapses whereas the workman has been voluntarily retired from service.

It is settled law that if the same charges are served, the punishment should be also the same.

It has been held by the Hon'ble Supreme Court in the case of Galaxi Lab Vs. Presiding Officer 1984 (i) SLR 230 and VII (2000) SLT 200 as under :

"Since as many as 3 workmen on almost identical charges were found guilty of misconduct in connection with the same incident, through the separate proceedings, and one was punished with only one month suspension and other was reinstated. It would be denial of justice to the workman if he alone is singled out for punishment by way of dismissal from service. Therefore, the order of removal of the workman is not only highly discriminatorily but in violation of Article 14 of the Constitution of India".

In the instant case the same charge-sheet has been served on the workman as well as Shri Gian Singh, the Branch Manager but the role assigned to Shri Gian Singh as well the workman are not the same.

The workman in the instant case has filed forged and fabricated report dated 07-03-1999 of the Inquiry Officer in the court proceedings. In the inquiry report dated 07-03-1999 the Inquiry Officer has exonerated the workman. It has been discussed in detail and it has been held that the alleged report of the Inquiry Officer dated 07-03-1999 is forged and fabricated.

The circumstances that have cropped up have been narrated in detail and after detailed discussion I held that the workman has filed forged and fabricated report of the Inquiry Officer dated 07-03-1999. As such the workman has filed a forged and fabricated report of the said Inquiry Officer to get him exonerated. The workman indulged in forging of the Inquiry Officer's report and so he cannot be permitted to be retained in the banking industry dealing

with public money. The misconduct committed by the workman gets aggravated by filing the forged and fabricated report of the Inquiry Officer in the court proceedings, so his misconduct cannot be compared with the misconduct of the Branch Manager, Shri Gian Singh in view of filing of the forged documents in the court. Shri Gian Singh has been punished for lapses on his part and appears that he was induced by the workman.

It was further submitted that the CBI has filed charge-sheet in the same matter and the CBI has mentioned the name of the workman as witness. Shri Gian Singh has also been made a witness in the CBI case. It was submitted from the side of the management that no report was lodged with the CBI. The scope of the inquiry of the CBI was totally different. The CBI has booked few companies for their illegal acts. The CBI has not acted at the instance of the bank. Certain illegal acts of a few companies have been brought to the notice of the CBI and the CBI investigated the matter and filed charge-sheet. The bank has held independent domestic inquiry. The CBI had filed the charge-sheet in the court.

It is settled law that if there is acquittal of delinquent on the same set of charges the findings of the Inquiry Officer should not be relied upon. In the instant case there is no departmental inquiry and trial on the same set of charges. The CBI is an investigating agency. The law is well settled that if there is domestic inquiry and criminal trial on the same set of charges the findings of the court will prevail.

In the instant case there is no such trial and no trial court has honourably acquitted the workman. There appears to be no force in the contention of the workman that the CBI has made him a witness. The CBI is an investigating agency. It is not a trial court.

It was further submitted that the punishment inflicted on the workman is disproportionate and shocking to the conscience of the court. The workman has allegedly assisted in the opening of the fictitious Current Account in the name of Proprietor Shri Sandeep Kumar. He prevailed upon the customer to introduce the Current Account and he caused the said account to be closed after two cheques of Rs. 9.69 lakhs were encashed.

In the instant case the misconduct of the workman is grave and the punishment imposed on him is neither harsh nor shocking to the conscience of the court. The issue of the fairness of the preliminary inquiry has been decided by order dated 28-01-2008, that decision will form part of the award. The law cited by the workman is not applicable in the instant case.

The reference is regarding recovery of the loss caused to the bank w.e.f. 19-07-1999 from the workman Shri Sanjay Malhotra, Ex. Clerk Emp. No. 422859

Shahdara Branch. Chargesheet has been served on Mr. Gian Singh. Loss has been caused due to misconduct of the workman and lapses on the part of Mr. Gian Singh. An inquiry should be held as to how much amount should be recovered from Mr. Gian Singh and how much from the workman after holding a proper inquiry and fixing the liability the management may recover the amount.

The reference is replied thus :—

The action of the Dy. General Manager, Syndicate Bank, Zonal Office, 6, Bhagwan Dass Road, New Delhi-110001 in imposing punishment of compulsory retirement from the services of the bank without prejudicial to the right of the bank to recover the loss, if any caused to the bank w.e.f. 19-07-1999 on Shri Sanjay Malhotra, Ex. Clerk Emp. No. 422859, Shahdara Branch is justified and valid and proper. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 27-02-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 29 फरवरी, 2008

का. आ. 647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 23/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-2-2008 को प्राप्त हुआ था।

[सं. एल-12012/98/2002-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th February, 2008

S.O. 647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in Industrial Dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 29-2-2008.

[No. L-12012/98/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SRI R. G. SHUKLA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, KANPUR, U.P.**

**Industrial Dispute No. 23 of 2003**

In the matter of dispute between :

Sri Ravi Shankar  
C/o Shri O. P. Mathur  
117/K/36, Sarvodaya Nagar,  
Kanpur,

AND

The Dy. General Manager  
State Bank of India  
Zonal Office,  
Mall Road,  
Kanpur

#### AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-12012/98/2002-IR (B-I) dated 18-07-03 has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of State Bank of India in terminating the services of Sri Ravi Shanker w.e.f. September, 1991 and thereafter not considering him for re-employment while recruiting others including the recruitment of fresh hands, is legal and justified, If not what relief the applicant is entitled to ?”

2. The case of the applicant in short is that he was appointed by the opposite party State Bank of India in January 1990 and worked as such till September 1991 continuously. It has also been claimed by him that he performed the work of subordinate staff during his employment. He was being paid his wages at scale rate including allowances admissible under rules. It is also alleged by the workman that the opposite party stopped providing work to him w.e.f. September, 1991. In his place opposite party engaged other persons to perform the same work which act of the opposite party is an act of unfair labour practice. It is also alleged that several fresh hands were inducted by the opposite party bank without affording him any opportunity for re-employment. The opposite party invited application from such temporary employees who had remained in the service of the bank on temporary basis and in pursuance of the same the applicant also submitted his application. He was interviewed by the bank on 18-11-91. The name of the applicant figured in the panel prepared by the bank still he was not provided regular and permanent employment by the bank. His name continued in the selected list till 1997. The disengagement of the applicant is in gross violation of the provisions of Section 25F, 25G and 25H of Industrial Disputes Act, 1947, inasmuch as neither any notice, notice pay nor retrenchment compensation was paid to him by the bank at the time of disengagement of his service. On the basis of above, it has been prayed by the applicant that he be reinstated in the services of the bank with full back wages, continuity of service and other consequential benefits be also allowed to him.

3. On the other hand the claim of the applicant has been denied by the opposite party bank in their written statement. It has been pleaded by the bank that the claimant has not rendered continuous service of 240 days within the meaning of Section 25B of the Act, therefore Section 25F of the Act has no application to the facts of the case. It has been pleaded by the bank that during the period June 1991 to August 1991 in all the claimant has worked for 39 days only as waterboy/farrash, therefore, he cannot be granted protection of the provisions of Industrial Disputes Act, 1947. The penal of selected candidate expired on 31-03-97 and no appointment was made from that selection list by the bank. Lastly it has been prayed that the claim of the claimant is devoid of merit and is liable to be rejected.

4. After exchange of pleadings between the parties both contesting parties has adduced oral as well as documentary evidence in support of their case.

5. Heard the argument of the contesting parties at length and have also perused the record of the case carefully. A bare perusal of statement of claim would go to show that the claimant in the opening paragraph of his statement of claim stated that he was appointed by the Regional Manager of the opposite party bank in the month of January 1990 whereas in his evidence before the tribunal the claimant has stated that he was appointed by the opposite party bank in the month of June 1991 after undergoing through prescribed selection process. Thus there appears variance in the date of appointment of the workman. If it is so it is quite difficult to calculate number of working days for the purposes of granting him the benefit of Section 25F of the Act.

6. It has been argued by the authorised representative for the bank that the penal prepared by the bank has no nexus with the merit of the case as admittedly the workman stopped coming of his own accord w.e.f. September 1991 whereas alleged penal of selected candidate was prepared in the month of November 1991 as admitted by the workman in his examination in chief. It has also been argued by the bank that penal continued to be in existence till 31-3-97 and no one has been given appointment by the bank from the penal. On the contrary it has been argued by the authorised representative for the workman that several fresh hands were appointed by the opposite party bank after the termination of the services of the workman without providing him any opportunity of re-employment. After giving anxious consideration to the rival contention of the parties, the tribunal is of the opinion that argument advanced by the bank has substantial force. Admittedly the penal was prepared by the bank in the month of November, 1991, as per evidence of the workman whereas according to his own pleadings he was disengaged by the bank in the month of September,

1991. The pleadings of the workman in this behalf also appears to be outside the scope and ambit of the schedule of reference order therefore, the workman cannot be granted any benefit even if his name figured in the select list prepared by the bank, in the month of November, 1991 i.e. after disengagement of the applicant, in view of provisions of Section 10(4) of the Act.

7. It is settled principle of law that the provisions of Industrial Disputes Act, 1947, are not the service conditions. Rather service conditions are formulated by industry concern on the basis of settlement. In the instant case the workman has not pointed out even a single word in his entire statement of claim as to under what provisions of service condition he was engaged by the bank and what provisions have been flouted by the bank when he alleges that he was removed from the service of the bank. Admittedly he was not given any appointment letter nor any termination letter by the opposite party bank. It is also settled provision of law that labour court or Industrial Tribunal should not be used to be a measure for providing back door entry in public employment on the ground of violation of the provisions of the Act, unless breach of service condition is pleaded by the workman. Since there is no pleading about the violation of the service condition in the statement of claim the workman cannot be granted any benefit of breach of the provisions of the Act, as the same cannot be made applicable in the present case directly without the support of the provisions of service conditions applicable for the time being on the workman. Even otherwise casual temporary, ad hoc employees have no right to claim regular or permanent employment without following the recruitment rules. From this aspect of the matter, the claim of the applicant appears to be futile and he cannot be granted any relief as claimed by him in his statement of claim.

8. For the reasons discussed above, it is concluded that the workman cannot be held entitled for any relief in the instant case and his claim is liable to be rejected and is accordingly rejected.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 29 फरवरी, 2008

का. अ. 648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सदर्न रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकुलम के पंचाट (संदर्भ संख्या 315/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-2-2008 को प्राप्त हुआ था।

[सं. एल-41012/46/2000-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th February, 2008

S.O. 648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 315/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in Industrial Dispute between the management of Southern Railway and their workmen, which was received by the Central Government on 29-2-2008.

[No. L-41012/46/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present :

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Wednesday the 20th day of February 2008/1st Phalgun  
1929)

I.D. 315 of 2006

(I.D. 19/2000 of Labour Court, Ernakulam)

Workman : Smt. Sathyabama,  
C/o General Secretary,  
S. Railway Casual Labour Union,  
Edappally North,  
Kochi-682024

By Adv. Sri C. Anil Kumar

Management : The Divisional Personnel Officer  
Southern Railway, Palakkad

By Adv. M. C. Cherian

This case coming up for hearing on 20-02-2008, this Tribunal-cum-Labour Court on the same day passed the following

### AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act.

The reference is :—

- (a) "Whether the action of the management of Sr. DPO, S. Railway, Palghat in denying the benefit of service and other connected relief to Smt. Sathyabama, Gangwoman, O/O The Section Engineer, Koilandi Section on her reinstatement with backwages is just and reasonable? If not to what relief the workman is entitled?"

2. This reference was made originally to Statc Labour Court, Ernakulam. Later it was transferred to this court as per the order of Hon'ble High Court.

3. Both parties entered appearance and filed their pleadings. When the matter came up for evidence, the claim was not pressed. Since the worker does not wish to proceed with the dispute the action of the management is only to be confirmed.

In the result, an award is passed finding that the action of the management, Sr. DPO, S. Railway, Palghat in denying the benefit of service and other connected relief to Smt. Sathyabhama, Gangwoman, O/O the Section Engineer, Koilandi Section, on her reinstatement with backwages is legal and proper and the worker is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 20th day of February, 2008.

P. L. NORBERT, Presiding Officer

Appendix—Nil.

नई दिल्ली, 29 फरवरी, 2008

का. आ. 649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गैरिसन इंजीनियर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 100/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-02-2008 को प्राप्त हुआ था।

[सं. एल-14011/5/2003-आई आर (डी.यू.)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th February, 2008

S.O. 649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Garrison Engineer and their workman, which was received by the Central Government on 29-2-2008.

[No. L-14011/5/2003-IR (DU)]  
SURENDRA SINGH, Desk Officer

#### ANNEXURE

**BEFORE THE PRESIDING OFFICER :  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-II, NEW  
DELHI**

R.N. RAI, Presiding Officer

**LD. No. 100/2005**

**In the matter of :**

Shri Vinod Kumar,  
S/o Shri Murari Lal,  
H. No. W-218 Palam Village,  
New Delhi-10045

**Versus**

The Garrison Engineer,  
R.R. Hospital,  
Gurgaon Road,  
Delhi Cantt.,  
New Delhi-110010

#### AWARD

The Ministry of Labour by its letter No. L-14011/5/2003 IR-(DU) Central Government dt. 11-08-2005 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of the workman Shri Vinod Kumar for reinstatement and regularization with the management of Garrison Engineer (E/M) R.R. Hospital, Delhi Cantt. is justified? If not, what relief the workman is entitled to?”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman was employed in the employment of the management hospital as ‘Helper’ from I-8-97 and was paid Rs. 3000 as wages per month. He was not given any appointment order. His duties as “Helper” were maintenance of machines; changing of belt; cleaning of laundry.

That the workman gained experience for a year and therefore the management hospital asked him to work as ‘Boiler Steam Operator’ w.e.f. 1-7-1998. The Boiler Plant which is used to give steam to the clothes being washed was being operated by the workman. The operation of Boiler Steam Plant, mechanical repairs and maintenance of machines were being done by the workman.

That the clothes/dresses being washed were that of the army hospital; the boiler/laundry plant used for washing the clothes/dresses were of the army hospital; the place of work is that of the management hospital; the materials used are provided by the management hospital; the dhobis/washermen were and are that of the army. The entire infrastructure was that of the Management. Only as a paper device, the management engaged the contractor to avoid and evade the legal liability and continued the workman as contract worker. The Contractor was only a ploy and a means of unfair labour practice for keeping the workman as contract worker and not extending proper pay scales and other service benefits including various types of leaves etc.

The log sheets signed by the workman were also counter signed by the officers of the management; he has worked under the instructions and supervisions of the officers of the management; the place of work is that of the management; the machines and materials used are that of the management; the dresses being washed are that of the army hospital/staff of the management hospital. Thus all pervasive control over the working of the workman was that of the management hospital. The mere payment of wages through the contractor does not absolve the management of its being the real employer of the workman. Hence the work performed by the workman were of permanent nature and terminating the services in the manner by the management of the army hospital was in gross violation of Section 25F, G & H of the Industrial Disputes Act.

The Boiler plant which is used to give steam to the clothes being washed was being operated by the workman. The mechanical repairs and maintenance of machines were being done by the workman only.

That the workman continued working with the management hospital with devotion and dedication. He was issued Identity Card. The Identity Card has been issued by the Office of the AGE E/M-2 who was officer of the army hospital and it shows that the designation of workman was "Boiler Operator". He was also marking attendance in the attendance register along with other employees. The Attendance Register was counter signed by Supdt. E/MII; Supdt. E/MI and AGE E/M who were officers of the management hospital. The timings of duty hours of the workman and others were from 8.30 a.m. to 4 p.m. The work was assigned and supervised by the Superintendent EMI who was officer of the army hospital. The wages were paid by the army hospital. The medical expenses during the illness of workman were borne by the management.

That to deprive the workman of the benefits of regular employment, he was shown as an employee of contractor M/s. J.S. Narual and later of M/s. Tradeco Enterprise or M/s. Flint India. He carried out the instructions of his supervisions who are the officers/employees of the management hospital and was also paid wages by the management hospital. The contractors changed but the workman and other workers continued and remained the same in the employment of the hospital. The contractors have been used as ploy by the management hospital. The contract was a camouflage. The workman in reality was/is the employee of the management hospital for all intent and purposes. The maintenance of boiler plant and laundry plant is still going on in the hospital which means regular work exists but the services of workman have been illegally terminated.

That as the workman was doing the work of regular nature but no given wages in the regular pay/scale, he

demanded the wages and other benefits and treat the workman as the employee of the management hospital.

That the workman worked continuously with the management right from 1-8-1997 till the date of his termination i.e. 16-2-2002. He had completed more than 240 days of continuous service as on 16-2-2002. The termination of the workman is retrenchment under section 2 (oo) of the Industrial Dispute Act.

That the workman is entitled to be reinstated in the employment of management hospital with full back wages as the termination is void and nonest.

That the management has resorted to unfair labour practice as one Ravi Kumar, Laundry operator who joined two months after the employment of the workman continues with the management after termination of services of the workman. The action of the management is illegal being violative of Section 25G of the I.D. Act.

That the management hospital is the real employer of the workman as the boiler/laundry plant used for washing the clothes/dresses of the army hospital are that of the management; the place of work is that of the management; the materials used are provided by the management; the clothes/dresses being washed are that of the management; the dhobis/washermen are that of the management.

That the workman has remained unemployed right from the date of illegal termination, and has been struggling for survival, in spite of efforts to get employment.

The Management has filed written statement. In the written statement it has been stated that the workman herein was never employed by the replying respondent. The replying respondent exercises no direct control over the working of the workman herein.

That the replying respondent floats tenders on regular basis for works which are not directly related to the services provided by the replying respondent to the R.R. Hospital and also for works which are not essentially linked to the functioning of the R.R. Hospital. Copies of notice of tender, schedule and particular specifications of one such tender for the years 1997-98, 1998-99, 1999-2000, 2000-2001, 2001-2003 are annexed hereto as Annexure-R-1 (colly).

That the contractor is wholly and solely responsible for the works enumerated in the contracts signed pursuant to the tenders. The contractor has to ensure that all the work is carried out in the proper manner and that all the workers are regular present at work, the contractor in his individual capacity is answerable and responsible to the replying respondent.

That the replying respondent or the hospital authorities merely conduct surprise checks in order to



satisfy themselves of proper management and performance of the work. No other control whatsoever is exercised by the replying respondent. The contractor, on the other hand, maintains a direct control over his workforce.

That the names of the workmen employed by the contractors are duly intimated to the replying respondent with a request to issue Identity Cards in order to enable the workman to enter the R.R. Hospital premises. This, in fact, proves that the workmen are employed by independent contractors and the replying respondent merely issues Identity Cards to facilitate their entries into the Hospital Premises. Copies of letters of requests written by various contractors are annexed hereto as Annexure-R-2 (colly).

That it is submitted that the tenders are floated for all other ancillary and incidental works or at times in lieu of certain exigencies. The contractors are responsible for the proper conduct and performance of such works. The replying respondent or the R.R. Hospital authorities have no direct link with these activities.

That the application under reply is not maintainable in law as there is no employee-employer relationship between the workman and replying respondent.

That the Garrison Engineer (E/M), R.R. Hospital is a part of Military Engineer Services established under the Ministry of Defence, Government of India. The primary function of the GE is to maintain and service the civil, electrical and mechanical infrastructures of the prestigious state of the art, Referral and Research Army Hospital.

That the present application is not maintainable as the GE is not an 'industry' within the meaning of the Industrial Disputes Act, 1947. The activities carried out by the replying respondent cannot be termed to be included within the purview of the Industrial Disputes Act, 1947.

That the applicant is not a workman within the meaning of the Industrial Disputes Act, 1947. There exists no employee-employer relationship between the applicant and the replying respondent. The applicant has always been employed by the independent contractors, who, by way of tenders, obtained the contracts of work with the replying respondent.

That the workman herein has been employed by the independent contractors and he has not impleaded any of them as party to the instant claim petition and therefore the instant claim petition is liable to be dismissed on this ground alone.

That the claimant/workman cannot claim regularization or continuation in the service of the replying respondent as a matter of right in absence of scheme/policy of the Government or contrary to the recruitment rules. It is submitted that there is no policy/

scheme of the Government to regularize the workman of a contractor in the service of the replying respondent. Likewise, there is no scheme to continue to employee the workman of the contractor even in the cases where the contract is terminated by efflux of time or otherwise.

That the claimant is not entitled to claim parity in wages or otherwise the condition of service of a regular employee under the replying respondent.

It is wrong to say that the workman was asked to work as Boiler Steam Operator. It is reiterated that the workman was an employee of various independent contractors during different time periods. It is submitted that it is entirely the discretion of the contractor to depute a person for the job of Boiler Operator in the Steam Plan of Hospital's Laundry Section, if his employee satisfies the requisite experience and qualification required for the job. Rest of the averments in the corresponding para is denied for want of knowledge.

It is wrong to say that only as a paper device the management engaged the contractor to avoid or evade the legal liability or continued the workman as contract worker. It is further wrong to say that the contractor was only a ploy and means of unfair labour practice for keeping the workman as contract worker or for not extending proper pay scales or other service benefits, etc. It is wrong to say that the work performed by the workman was on continuous and perennial work. It is further wrong to say that the contract was only a camouflage of avoiding liabilities of treating the workman as permanent workman of army hospital. It is submitted that the replying management is a Government department and it is bound to follow the laid down policy of the Government and recruitment rules concerning the post. There is no policy the regularization of contract labour or daily wager, which will entitle the claimant to seek regularization or reinstatement. In addition, the replying respondent has its right to have its work done through contractor or otherwise and no one claim a vested right or regularization merely for having performed its duties under the department for a particular period. Even otherwise, no law provides that the contract labour will be regularized automatically contrary to the recruitment rules or without policy of the Government.

It is wrong to say that the work of the workman was supervised by officers/employee of the management hospital. It is wrong to say that the contract was a camouflage. In view of the submissions made hereinabove, rest of the averments in the corresponding para need no further reply.

It is wrong to say that the workman was doing the work of regular nature or he is entitled for the wages or other benefits from the replying respondents. It is further wrong to say that the management terminated the services

of the workman on 16-2-2002. It is reiterated that the workman was an employee of various independent contractors during different time periods. Rest of the averments in the corresponding para needs no reply in view of the submissions made hereinabove.

It is reiterated that the workman was employee of different contractors, who have not been impleaded by the workman in the instant claim, at different periods of time and hence the contents of the corresponding paras are denied for want of knowledge. It is wrong to say that the workman is entitled to protection of Section 25F of the I.D. Act or he is entitled to reinstatement with entire full back wages. Rest of the averments in the corresponding para need no further reply in view of the submissions made hereinabove.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for adjudication :

1. Whether the respondent is an Industry?
2. Whether there is master and servant relationship between the respondent and the workman?

#### ISSUE No. 1

It was submitted from the side of the management that the Garlsson Engineer is not an Industry within the meaning of ID Act, 1947. The activities carried out by the respondent cannot be termed to be included within the purview of the ID Act, 1947. The R.R. Hospital is a part of Military Engineer Services established under the M/o. Defence, GOI. The primary functions of the GE is to maintain and service the Civil, Electrical and Mechanical infrastructures of the prestigious state of the art, referral and research army hospital.

It has been held in Bangalore Water Supply that in an Industry there should be systematic activity and it should be organized by cooperation between the employer and the employees and it should be for production and/or distribution of goods and service calculated to satisfy human wants and wishes. It has been held that absence of profit motive or gainful objective is irrelevant. The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer and employee relations. If an organization is not carrying on

trade and business, it is not beyond the purview of Industrial activities.

(1978) 3 SCR-Bangalore Water Supply case is a Constitution Bench judgment. It is still holding the field in the matter of adjudication of this point.

It has been held in this case that Section 2(j) of the Industrial Disputes Act, 1947 which defines industry contains words of wide import as wide as the legislature could have possibly made them. The problem of what limitations could and should be reasonably read in interpreting the wide words used in section 2(j) is far too policy oriented to be satisfactorily settled by judicial decisions. The Parliament must step in and legislate in a manner which will leave no doubt as to its intention. That alone can afford a satisfactory solution to the question which has agitated and perplexed the judiciary at all levels.

In this judgment the Hon'ble Apex Court has laid down triple test to ascertain whether a particular unit or undertaking is an industry or not. It has been held in this case that where (i) systematic activity, (ii) organized by cooperation between employer and employee (the direct and substantial element is chimerical), (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious, but inclusive of material things or services geared to celestial bliss e.g. making on a large scale prasad or food).

(a) Absence of profit motive or gainful objective is irrelevant be the venture in the public, joint, private or other sector.

(b) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer employee relations.

(c) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

Although section 2(j) uses words of the widest amplitude in its two limbs, their meaning cannot be magnified to over each itself.

The Hon'ble Apex Court has laid down further the dominant nature test. It has been held as follows :—

“Where a complex of activities some of which qualify for exemption, others not involves employees on the total undertaking some of whom are not workmen as in the University of Delhi case or some departments are not productive of goods and services if isolated, even then the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur will be the true test. The whole undertaking will be industry although those who are not workmen by definition may not benefit by the status.”

Notwithstanding the previous clauses, sovereign functions, strictly understood (alone), qualify for exemption not the welfare activities of economic adventures undertaken by government or statutory bodies.

Even in departments discharging sovereign functions if there are units which are industries they are substantially severable then they can be considered to come within section 2(j).

The respondent's unit is engaged not in a sovereign function. It has been held in the above case that even arsenal or artillery department is an industry. Industry is decided on the nature of work it is performing.

From perusal of the records it becomes quite evident that the respondent/management is engaged in systematic human activities. The respondents are not discharging duties for gains but gainful objective is irrelevant in deciding whether an undertaking is an industry or not. In case activities of the respondents are considered in the crucible of the triple tests, respondent is obviously and definitely an industry.

This issue is decided accordingly.

#### ISSUE No. 2

It was submitted from the side of the workman applicant that he was in the employment of the respondent as helper from 01-08-1997 and was paid wages Rs. 3,000 per month. His duties as helper were maintenance of machines, changing of belt, cleaning of laundry. After one year of this period the management hospital asked him to work as Boiler Steam Operator w.e.f. 01-07-1998. The operation of Boiler Steam Plant, mechanical repairs and maintenance of machines were being done by the workman. The log sheets signed of the workman were also counter signed by the Officer of the management hospital. The workman worked under the instructions and supervision of the officers of the management. The workman was marking his attendance in the attendance register along with other employees and the attendance register was counter signed by the Superintendent. The work was assigned and supervised by the Superintendent EMI who was the officer of Army Hospital. One Shri Ravi Kumar joined after this workman and he is continued in service.

It was submitted from the side of the management that tenders are floated yearly for operation of the Boiler Plant in the R.R. Hospital. The contractor is wholly and solely responsible for the works enumerated in the contract signed pursuant to the tenders. The contractor has to ensure that all the work is carried out in proper manner and that all the workers are present at work. The contractor in his individual capacity is answerable and responsible to the replying respondent. The hospital authorities merely conduct surprise checks of proper performance of the work.

The contractor maintains direct control over his work. The Identity Cards were issued at the request of the contractor as entry to the general person is banned in the hospital. The tenders are floated for all other ancillary and incidental work or in certain exigencies. The contractors are responsible for performance of such work.

It was further submitted that the management is not an Industry. It is part of Military Engineering Services established under the Ministry of Defence, GOI.

The substantial question is whether there is employer-employee relationship between the management and the workman. The workman has filed photocopies of I/Cs. The management has stated that I/Cs are issued to contractor's workmen for entry. Paper No. B-16 is pathology report of the workman. Paper No. B-17 is the prescription. The designation of Sh. Vinod Kumar has not been mentioned in these two documents. Paper No. B-18 is the roster. The workman has been shown as helper. This roster has been signed by the contractor Sh. J.S. Narula as well the supervisor staff. All the daily log book sheets filed have been signed by the contractor. Some log sheets have been signed by the supervisory only. The workman has not filed any other other relevant documentary evidence. Control and Supervision are the necessary test for holding master and servant relationship between the management and the workman.

The documents filed by the workman do not establish that he performed his day to day duties under the control and supervision of the management. The roster has been prepared and signed by the contractor also. The log sheets have also been signed by the contractor as well as by the supervisor. This indicates that the contractor was present all along at the place of work. He signed the log sheets and thereafter the supervisors have also signed the log sheets except of daily log sheets and Identity Cards the workman has not filed any document to prove day to day assignments of the duties to the workman by the management.

The management has filed contract agreement from 1999 onwards. It transpires from perusal of the terms and conditions of the agreement that the contractor was solely held responsible for the performance of the Boiler Plant. It appears that the management has given the contract of maintenance of Boiler Plant to the contractor and this is being continued year to year. The contractor has received the money mentioned in the contract agreement for payment of wages to the workman.

It was submitted from the side of the management that the workman is not a servant and the respondents are not the masters.

The distinction between a servant and a independent contractor has been the subject matter of a large volume of case-law from which the text-book writers on torts have

attempted to lay down some general tests. For example, in Pollock's Law of Torts, (Pages 62 & 63 of Pollock on Torts, 15th Edn.) the distinction has thus been brought out :

"A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his work .... An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified beforehand .....

In Salmond's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under :—

"What then, is the test of this distinction between a servant and an independent contractor? The test is the existence of a right of control over the agent in respect of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his own master. A servant is a person engaged to obey his employer's orders from time to time; an independent contractor is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it—he is bound by his contract, but not by his employer's orders."

The test regarding independent contractor and intermediaries have been laid down in *Hussainabhai, Calicut V the Alath Factory Thezhilali Union Kozhikode* [AIR 1978 SC 1410 (3 Judges)] "the true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment.

My attention was drawn to the Constitution Bench Judgement in *Scale* (2006) 4 Scale. It has been held in this case as under :—

"A. Public employment in a sovereign socialist secular democratic republic has to be as set down by the Constitution and the laws made there under. Our constitutional scheme envisages employment by the Government and its instrumentalities on the

basis of a procedure established in that behalf. Equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that unequals are not treated equals. Thus, any public employment has to be in terms of the constitutional scheme.

B. A sovereign government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. Going by a law newly enacted, the National Rural Employment Guarantee Act, 2005, the object is to give employment to at least one member of a family for hundred days in an year, on paying wages as fixed under that Act. But, a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a haphazard manner or based on patronage or other considerations. Regular appointment must be the rule."

My attention was drawn to another Constitution Bench Judgment—*Steel Authority of India*. It has been held as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question may arise whether the contract is a mere camouflage as in *Hussainabhai Calicut's case* (Supra) and in *Indian Petrochemicals Corporation's case* (Supra) etc; if the answer is in the affirmative, the workmen will be in fact an employee of the principal employer, but if the answer is in the negative, the workmen will be a contract labourer."

In view of the Constitution Bench Judgment referred to above contractual workmen cannot be regularized. There is no master and servant relationship in view of the criteria laid down in the judgment referred to above.

The workman in the instant case was engaged by different contractors as helper in the Boiler Plant. The contractor has undertaken to maintain the Boiler Plant. The contractor receives from the management definite

amount for maintenance of the Boiler Plant. The Boiler Plant is situated in R.R. Hospital. The Garrison Engineer has been entrusted the maintenance of the Boiler Plant. It is situated at R.R. Hospital, Delhi Cantonment. The contractors undertake manning and operation of boiler plant of laundry plant. It is not necessary that every work is to be performed by the regular workman. The contractors undertook to maintain and operate the Boiler Plant. They engaged their own workman and they themselves watch the operation of the Boiler Plant under the terms and conditions of the contract. So the entire maintenance and operation of the boiler plant has been entrusted to the contractors. The contractors in such cases are not intermediaries but they are independent contractors. The workman is a contractor's man. The contract is not camouflage. There is no question of regularization in view of Uma Devi's case of the Hon'ble Apex Court. There is no relation of master and servant so there is no question of reinstatement.

This issue is decided accordingly.

The reference is replied thus :—

The demand of the workman Shri Vinod Kumar for reinstatement and regularization with the management of Garrison Engineer (E/M) R.R. Hospital, Delhi Cantt. is not justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Dated : 26-02-2008

R.N. RAI, Presiding Officer

नई दिल्ली, 12 मार्च, 2008

का. आ. 650.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अप्रैल, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	तलवाड़ा	74	अमलोह	फतेहगढ़साहब
2.	चतरपुरा	68	अमलोह	फतेहगढ़साहब
3.	मुलापुरकलॉ	42	फतेहगढ़साहब	फतेहगढ़साहब
4.	वजीरनगर	44	फतेहगढ़साहब	फतेहगढ़साहब

[सं. एस-38013/16/08-एस. एस.-1]

एस.दो. जेवियर, अवर सचिव

New Delhi, the 12th March, 2008

S.O. 650.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st April, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Village	Had Bast No.	Tehsil	District
1.	Talwara	74	Amloh	Fatehgarh Sahib
2.	Chatarpura	68	Amloh	Fatehgarh Sahib
3.	Mullanpurkalan	42	Fatehgarh Sahib	Fatehgarh Sahib
4.	Wazirnagar	44	Fatehgarh Sahib	Fatehgarh Sahib

[No. S-38013/16/2008-S.S.I.]

S.D. XAVIER, Under Secy.

नई दिल्ली, 12 मार्च, 2008

का. आ. 651.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अप्रैल, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध कर्नाटक के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्र.सं.	राजस्व ग्राम का नाम व नगर पालिका सीमाएं	होबली	तालुक	जिला
1.	महाजेनहल्ली	कसबा	हरिहर	दावणगेरे
				ग्राम पंचायत-हनगवाड़ी

[सं. एस-38013/15/08-एस. एस.-1]

एस.दो. जेवियर, अवर सचिव

New Delhi, the 12th March, 2008

**S.O. 651.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st April, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into

force] of the said Act shall come into force in the following areas in the State of Karnataka namely :—

Sl. No.	Name of the revenue Village or Municipal limits	Hobli	Taluk	District
1.	Mahajenahalli	Kasaba Harihar	Davanagere	Gram Panchayat-Hanagawadi

[No. S-38013/15/2008-S.S.I.]

S.D. XAVIER, Under Secy.